



As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Minutes



Board of Directors Minutes

Pg 4

3. Recognition

- 20 Years of Service: Edward Crosby, Bus Operator 20 Years of Service: Leo Marquis, Bus Operator

4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

5. Chief Executive Officer's Report

6. Consent Agenda






A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Real Estate Services Including Consulting, Leasing, Acquisition and Disposition of Real Property Pg 11
- ii. Authorization to Cancel the Request for Proposal (RFP) for Security Guard Services Pg 13
- iii. Authorization to Cancel the Request for Proposal (RFP) for Pressure Washing of LYNX Central Station (LCS), LYNX Operations Center (LOC), and Transfer Centers Pg 15



B. Award Contracts


- i. Authorization to Award Contract #16-C16 to Kittelson & Associates, Inc. for the SR 436 Transit Corridor Study Pg 17
- ii. Authorization to Award Contract #17-C01 to Glover Oil for B-99 Biodiesel Fuel Pg 20
- iii. Authorization to Award Contract #17-C02 to Mansfield Oil for 87 Octane Unleaded Gasoline Pg 22
- iv. Authorization to Award Contract #17-C03 to Palmdale Oil for Dyed Ultra-Low Sulfur Diesel Fuel Pg 24
- v. Authorization to Award Contract #17-C04 to DesignLab, Inc. to Provide Bus Operator and Transportation Supervisor Uniforms Pg 26
- vi. Authorization to Award Contract #17-C05 to Helping Hand Lawn Care for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities Pg 28
- vii. Authorization to Award Contract #17-C07 to Direct Media USA for Advertising Sales Pg 30

C. Extension of Contracts


- i.  Authorization to Exercise First Option Year of Contract #14-C07 to Solantic of Orlando, LLC., d/b/a Care Spot Express Healthcare for Occupational Health Services Pg 33
- ii.  Authorization to Exercise the First Year Option of Contract #13-C23 with Spencer Fabrication for Construction of Passenger Shelters Pg 35
- iii.  Authorization to Exercise the First Year Option of Contract #13-C30 with Barracuda Building Corporation for Installation of Passenger Shelters Pg 37
- iv.  Authorization to Award an Extension of Contract to Exercise First Option Year of Contract #14-C15 to Vanasse Hangen Brustlin, Inc.; Contract #14-C16 to Parsons Brinckerhoff, Inc.; Contract #14-C17 to RS&H, Inc.; Contract # 14-C18 to HDR Engineering, Inc. for General Transportation Planning & Consulting Services Pg 39
- v.  Authorization to Extend Contract #13-A62 with Corvel Enterprise Comp, Inc. for Workers Compensation, General Liability, Automobile Liability and Subrogation Claims Administration Pg 41

D. Miscellaneous


- i.  Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Pg 43
- ii.  Authorization to Submit a Grant Application to the Commission for the Transportation Disadvantaged for a Mobility Enhancement Grant Pg 45
 - Attachments

- iii.  Authorization to Negotiate and Amend the Interlocal Agreement between LYNX and the City of Orlando for the East/West BRT Project Pg 49
- iv.  Authorization to Execute Renewal of Casualty Insurance Programs for FY2016/2017 Pg 51
- v.  Authorization to Negotiate and Execute an Agreement for Temporary Employment Services Until the Chief Operating Officer Position is Filled Pg 53
 - Attachments

- vi.  Authorization to Negotiate and Execute A Lease Agreement with the East Central Florida Regional Planning Council (ECFRPC) for Office Space at LYNX Central Station (LCS) Pg 59
- vii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 62
- viii.  Authorization to Auction Surplus Equipment Pg 65

7. Action Agenda

- A.  Amendment to LYNX' FY2016 Operating and Capital Budgets Pg 78
 - Attachments




- B.  Authorization to Adopt Fiscal Year 2017 Operating and Capital Budgets Pg 95
 - Attachments

- C.  Authorization to Enter into the FY2017 Service Funding Agreements with the Regional Funding Pg 116

Partners



8. Information Items

- A.  Parramore BRT Project Update Pg 290
- B.  Notification of Settlement Agreement Pursuant to Administrative Rule 6 Pg 294
- C.  FY 2017-2026 Geographic Information Systems (GIS) Strategic Plan Pg 296

9. Other Business

10. Monthly Reports

- A.  Monthly Financial Report - July 31, 2016 Pg 297
 - Attachments
 - 
- B.  Ridership Report - May and June 2016 Pg 304
- C.  Planning and Development Report - September 2016 Pg 325
- D.  Communications Report: July - August 2016 Pg 329
- E.  Business Development Report: July - August, 2016 Pg 342
- F.  Monthly Employee Travel - September 2016 Pg 344
- G.  Monthly Employee Travel - August 2016 Pg 345

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Board of Director Meeting Minutes

PLACE: **LYNX Central Station**
 455 N. Garland Avenue
 Open Space, 2nd. Floor
 Orlando, FL 32801

DATE: **July 28, 2016**

TIME: **1:00 PM**

Members in Attendance:

Mayor Teresa Jacobs, Orange County, Chair
Osceola County Commissioner, Viviana Janer, Vice Chair
Secretary Noranne Downs, FDOT, Secretary
Commissioner Carlton Henley, Seminole County

Members Absent:

Mayor Buddy Dyer, City of Orlando

1. Call to Order

The Chair, Mayor Teresa Jacobs, called the meeting to order at 1:00 PM. Chair Jacobs asked Commissioner Henley to lead the Pledge of Allegiance.

2. Approval of Minutes

The Chair asked for approval of the minutes of the May 26, 2016 meeting.

Motion was made and seconded to approve the Minutes of the May 26, 2016 Board of Directors' meeting. The Motion passed unanimously.

3. Recognition

The Chair recognized Ray Walls, Assistant Manager of the Orange County Office of Management & Budget, to present the 2016 Distinguished Budget Award from the Government Finance Officers Association. Mr. Walls acknowledged the efforts by LYNX staff in putting together a sustainable budget and communicating that budget to stakeholders. Mr. Walls discussed the four categories that LYNX had to meet to receive this award and then, as the Chair of the Finance & Audit Committee, presented the award to Blanche Sherman, Director of Finance and Julie Caple, Manager of Financial Planning & Budgets.

Mayor Jacobs acknowledged the work done by Mr. Walls and the Finance & Audit Committee members.

The Chair then recognized Donna Tefertiller, Director of Human Resources, to present LYNX' employee recognitions.

20 Years of Service:

Jose Manero, Bus Operator

Rafael McGill, Bus Operator

25 Years of Service:

Rudolph Giffin, Bus Operator

Charles Plum, Maintenance Technician

4. Public Comment

Hilario LaBoy addressed the Board in appreciation for LYNX bus services, bus operators and the company.

Ismael Rivera introduced himself as the newly elected President of ATU Local 1596 and addressed the Board about the new leadership and their willingness to move forward.

Mayor Jacobs commented on the Board looking forward to working with Mr. Rivera and working through some of the disputes and disagreements and coming to a peaceful resolution.

JoAnne Counelis addressed the Board in support of 24 hour bus and train service including service holidays and weekends.

Cheryl DiPienzo addressed the Board about the bus connections to SunRail on Orange Avenue having a blinking light which makes it difficult for the buses to get out into traffic.

5. CEO Report

The Chair recognized Edward Johnson, Chief Executive Officer.

Mr. Johnson welcomed back Deborah Morrow and then recognized Vicki Hoffman and Ilianny Ferreras for their efforts during Ms. Morrow's absence.

Mr. Johnson spoke about the following topics:

- Acknowledged the effort and support of LYNX employees in pulling together during the Pulse tragedy having to deviate four LYNX routes due to the investigation and providing vehicles to victims and family members for travel to locations providing assistance

- Being in conversation with the East Central Florida Regional Planning Council regarding leasing space at LYNX Central Station (LCS), drafting an agreement for review by the Council, and starting communications with the Federal Transit Administration (FTA) to notify them of intent
- Display of the new articulated Compressed Natural Gas (CNG) bus at the front of LCS which is the first of ten that will be delivered to LYNX at a cost of \$850,000 each having the capacity of two buses
- Announcement of the resignations of Tangee Mobley, Director of Transportation & Maintenance and Andrea Ostrodka, Director of Planning & Development and recognition of their three years of service and five years of service, respectively
- Adding a blue sheet item to the Action Agenda seeking a replacement for Tangee Mobley's position on the Pension Board
- Request to amend the Board Agenda to not hold the Executive Session which is not needed at this time
- Adding Consent only agenda meetings

Mayor Jacobs stated that she and Mr. Johnson have spoken about having additional meetings every other month over the next six months to include Consent Agenda items and emergency matters. The meetings would be held on the last Thursday of each month.

6. Consent Agenda

A. Request for Proposal (RFP)

- i.** Authorization to Release a Request for Proposal (RFP) for Mobile Ticketing
- ii.** Authorization to Release a Request for Proposal (RFP) Veterans Transportation Resources and Community Services (VTRACS) Customer Information System Development

B. Award Contracts

- i.** Authorization to Award Contract #16-C15 to ETC Institute for System-Wide On-Board Origin and Destination Customer Survey

C. Extension of Contracts

- i.** Authorization to Extend Contract #13-A62 with CorVel Corporation for Worker's Compensation, General Liability, Automobile Liability and Subrogation Claims

D. Miscellaneous

- i.** Authorization to Extend a Joint Participation Agreement (JPA) for Feeder Bus Service with the Florida Department of Transportation (FDOT) for SunRail
- ii.** Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #TRIPS-10-SCLF-FCCS for the Procurement of Twenty-five Paratransit Vehicles
- iii.** Authorization to Modify Balfour Beatty Construction Contract #14-C26 for the Parramore BRT Project

- iv. Authorization to Execute Resolution #16-007 for the Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the SR 436 Transit Corridor Study
- v. Authorization to Modify Contract #13-C16 with Akerman LLP for General Counsel Legal Services
- vi. Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2017-2019
- vii. Authorization to Transfer Ten Retired Buses, Eleven Internal Destination Signs and Sell One Retired Bus to the Gainesville Regional Transit System (GRTS)
- viii. Authorization to Auction Obsolete Bus Parts
- ix. Authorization to Extend an Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing
- x. Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services
- xi. Authorization to Pay for Off-Duty Orlando Police Department Law Enforcement Services
- xii. Authorization to Sell a Retired Revenue Vehicle to Orange County Health Services
- xiii. Authorization to Increase Contract #14-C29 with Hilyard, Bogan & Palmer and Contract #14-C27 with Zimmerman, Kiser & Sutcliffe for General Liability legal Services
- xiv. Confirmation of the Appointment of Albert J. Francis, II as Chief Financial Officer
- xv. Adoption of Resolution #16-008 to Appoint Albert J. Francis, II to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan)

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.xv. The Motion passed unanimously.

7. Action Agenda

A. Authorization to Implement the August 28, 2016 Proposed Service Changes

The Chair recognized Andrea Ostrodka, Director of Planning to make the presentation on item 7.A.

Ms. Ostrodka stated that the changes are scheduled for Sunday, August 28, 2016 and are relatively minor with the exception of the new addition of Link 320- Avalon Park schools connector serving primarily students going to Sunshine High School as previously approved by the Board. Ms. Ostrodka stated that she was seeking authorization to implement the service changes.

Motion was made and seconded to approve the August 28, 2016 proposed service changes. The Motion passed unanimously.

Mayor Jacobs thanked Ms. Ostrodka for her hard work and service.

B. FY2016 Federal Transit Administration Triennial Review Final Report

The Chair recognized Belinda Balleras, Manager of Grants to make the presentation on item 7.B.

Ms. Balleras provided an overview of the FTA triennial review which is the FTA's assessment of LYNX' compliance with federal grants requirements. Ms. Balleras also discussed the potential consequences of any deficiency findings.

Ms. Balleras spoke about all departments within LYNX being involved in this process which included preparation of hundreds of questions with supporting documents, interviews with senior staff and line staff, and facility visits.

Ms. Balleras discussed the FY2016 triennial review findings including the areas in compliance and areas with deficiencies. LYNX was left with eleven items for review after the first site visit of which seven have been cleared. Ms. Balleras then discussed the four remaining items as follows:

1. Facilities Maintenance
 - a. Lack of facility/equipment maintenance plans (i.e. LB McLeod facility) and missing elements in existing plans
 - b. Other safety items
 - i. Maintenance plans have been updated as of June, submitted to the FTA, and are close to being cleared before the August deadline
2. American with Disabilities Acts (ADA)
 - a. Improper paratransit eligibility determination
 - b. Updated the existing denial letters to include some criteria basis for denial
 - c. Insufficient no-show policy
 - i. Formal adoption and enforcement of a no-show suspension policy
 - ii. Both items were cleared as of July 6.
3. Procurement
 - a. Not meeting all the criteria for supporting documentation
 - b. Lacking cost price analysis - independent cost estimate (ICE)
 - c. Suspension/debarment verification
 - d. Responsibility determination deficiencies
 - i. Responses are ready for transmittal to the FTA the week of July 31.
4. Drug Free Workplace/Drug & Alcohol Program
 - a. FTA drug & alcohol testing not applied to all sensitive positions (i.e. contracted security officers and off duty Orlando police officers)
 - i. Policy has been adopted by contracted security officers as of July 12
 - ii. Draft arrangement with the Orlando Police Department has been sent to FTA for review and LYNX is waiting on feedback
 - b. Random testing below required level

- i. LYNX was in compliance in FY2015 and missed by one employee in FY2016
- ii. Safety & Security has implemented a more robust policy to ensure proper rates
- c. Improper post-accident determination
 - i. Safety & Security have been engaging transportation supervisors, providing training, and developed a corrective action plan which has been submitted to FTA

Ms. Balleras stated that staff has worked diligently to keep LYNX in compliance and will continue to do so.

Secretary Noranne Downs recognized Belinda Balleras, Tangee Mobley and the team for their excellent work and quick responses to the concerns during the review. Mayor Jacobs also expressed her appreciation for the team's efforts.

Major Jacobs then recognized and thanked Ms. Mobley for her service to LYNX.

C. Authorization to Negotiate and Execute a Purchase Contract with NoPetro to Purchase the Property Adjacent to NoPetro's Compressed Natural Gas (CNG) Facility and LYNX Maintenance Facility

The Chair recognized Commissioner Viviana Janer.

Commissioner Janer, Chairman of the LYNX' Oversight Committee, stated that the Oversight Committee reviewed and recommends that the Board of Directors approve this item.

The Chair recognized Mr. Edward Johnson, Chief Executive Officer. Mr. Johnson introduced Mr. Pat Christiansen, LYNX' General Counsel to present this item.

Mr. Christiansen provided a brief overview as follows:

1. NoPetro purchased property for their CNG facility and have six acres of excess land that is adjacent to LYNX' maintenance facility. LYNX has the right of first refusal to purchase the property.
2. NoPetro has advised LYNX that they are expecting to receive an offer for \$1.3M to purchase the property. LYNX has thirty days within which to exercise the right of first refusal and there will not be another Board meeting for two months.
3. LYNX has initiated the appraisal process through FTA guidelines.
4. Environmental audits are being done. Phase I and Phase II have been done.

Motion was made and seconded to approve negotiation and execution of a purchase contract with NoPetro to purchase the property adjacent to NoPetro's CNG facility and LYNX maintenance facility. The Motion passed unanimously.

D. Adoption of Resolution #16-008 to Appoint Albert J. Francis, II to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan)

The Chair recognized Donna Tefertiller, Director of Human Resources, to make the presentation on item 7.D. Ms. Tefertiller stated that she is seeking the Board's approval for the appointment of Mr. Bert Francis as a replacement on the Board of Trustees for Ms. Tangee Mobley.

Motion was made and seconded to appoint Albert J. Francis, II to the Board of Trustees for the ATU Local 1596 Pension Plan. The Motion passed unanimously.

8. Executive Session

This did not take place as noted in the CEO Report.

9. Information Items

The Chair noted that Information Items are contained in the members' packets.

10. Monthly Reports

The Chair noted that Monthly Reports are contained in the members' packets.

11. Other Business

The Chair asked if there was other business to bring before the Board. Hearing or seeing none, **the meeting was adjourned at 1:50 PM.**

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Real Estate
Services Including Consulting, Leasing, Acquisition and Disposition of Real
Property

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for real estate services including consulting, leasing, acquisition and disposition of real property with a not-to-exceed amount of \$150,000 for a term of three (3) years.

BACKGROUND:

Over the years, LYNX has piggy-backed off the City of Orlando's contract with First Capital Property Group to provide real estate consulting services. These services have primarily been focused on leasing space in the LYNX Central Station (LCS) or facilities to support operations which include paratransit operations. LYNX has now determined that the role should be expanded to include the purchase of real property for the expansion of support and service delivery. This increase in scope increases costs and should be competitively procured in accordance with LYNX' procurement standards.

As mentioned earlier, LYNX has leased space in the LCS over the past ten years. As staff continues to make efficiency improvements with space allocation. It is envisioned that at least two floors could be available for lease.

Staff has determined that the LYNX Operations Center (LOC) located off John Young Parkway has limited staff parking making conditions for employees coming to work difficult to park. Additionally, LYNX is leasing a facility on LB McLeod for its paratransit contractor. Staff has identified vacant land adjacent to Building B at the LOC facility that would be more suitable for parking and dispatching the paratransit vehicles and provide additional parking for staff at the LOC.

LYNX is currently leasing commercial/industrial space from the City of Kissimmee Public Works Department for the housing of forty (40) transit coaches and office space for over one hundred (100) vehicle operators. This was supposed to be a temporary solution, but has been in place for more than six years. The conditions at this facility are not conducive for the operations or employees. Staff desires to locate land that could be used for current operations and plans for expansion of service needs.

Based on LYNX' vision for service expansion and cost saving measures, in the future LYNX will have a need for the construction of a northern operations base. Land acquisition for such a project should be considered over the next couple of years to safeguard increasing costs and ensuring adequate land is available in industrial and commercial environments.

FISCAL IMPACT:

LYNX staff included \$65,000 in the FY2017 Proposed Operating Budget for professional services as needed. Staff suggests a contract valued at no more than \$150,000 over a three year term. If additional funds are needed staff will seek the Board of Directors authorization with justification for any adjustments.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Cynthia Kuffel
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Request for Proposal (RFP)
Authorization to Cancel the Request for Proposal (RFP) for Security Guard Services

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to cancel Request for Proposal (RFP) released on June 5, 2016 for security guard services, release a new RFP, and to extend Contract #11-C18 with Diamond Investigations & Security, Incorporated or issue temporary contracts with the security agencies under contract with the City of Orlando or Orange County for a period not to exceed six (6) months and in an amount not-to-exceed \$536,826.

BACKGROUND:

LYNX currently has a contract with Diamond Investigation & Security, Inc. for security guard services. The original term of contract #11-C18 was from July 1, 2011 through September 30, 2013, with two (2) one-year options. Both options were exercised and the current contract expired on September 30, 2015. On July 23, 2015 the Board of Directors further extended the contract for one (1) year, expiring September 30, 2016.

At the March 15, 2015 LYNX Board of Directors' meeting, staff received authorization to release a Request for Proposal (RFP) for security services, which was released on June 05, 2016. Proposals were due to LYNX by 2:00 PM EST on August 09, 2016.

Eleven (11) responses were received from the following firms:

- Mason Evans d/b/a Diamond Investigation Security
- First Coast Security
- Vista Security Services
- All Pro Security Services
- American Guard Services, Inc.

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- Excelsior Defense, Inc.
- Weiser Security Services, Inc. (Not responsive)
- G4S Secure Solutions (USA), Inc.
- Allied Barton Security Services
- FPI Security Services
- Dynamic Security

Although we did receive several responses, the pricing from the top two (2) proposers was significantly higher than the independent cost estimates. After review of the proposals, the Source Evaluation Committee (SEC) recommendation in conjunction with the budget for these services, LYNX staff is recommending, with the Oversight Committee's concurrence to re-issue the RFP. It is the intent of staff to take this opportunity to re-evaluate the security services needed and ensure that such needs are clearly defined in the scope of work issued in the new release.

FISCAL IMPACT:

LYNX staff included \$1,073,651 in the FY2017 Proposed Operating Budget for Security Services. The projected FY2016 expenses for these services are \$815,603.

Consent Agenda Item #6.A. iii

To: LYNX Board of Directors

From: Juan Battle
DIR OF TRANSPORTATION & MAINT
STEPHEN BERRY
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Request for Proposal (RFP)
Authorization to Cancel the Request for Proposal (RFP) for Pressure
Washing of LYNX Central Station (LCS), LYNX Operations Center (LOC),
and Transfer Centers

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to cancel the Request for Proposal (RFP) released on May 26, 2016 for pressure washing of LYNX Central Station (LCS), LYNX Operations Center (LOC), and transfer centers, release a new RFP, and to extend Contract #14-CO1 with for a period not-to-exceed six (6) months and in an amount not-to exceed amount \$40,000.

BACKGROUND:

LYNX currently has a contract with TJ's Quality Construction Clean-Up, LLC for pressure washing of LYNX Central Station (LCS), LYNX Operations Center (LOC), and transfer centers. The original term of Contract #14-CO1 was from October 1, 2013 through October 1, 2014 with two (2) one-year options. Both options were exercised and the current contract expires on September 30, 2016.

At the May 26, 2016, Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for the pressure washing of LYNX facilities. Four (4) responses were received from the following firms:

- American Janitorial, Inc.
- D & A Building Services
- Fleetwash, Inc.
- Scrubzoni

Although we did receive several responses, the pricing from the proposers was significantly higher than the independent cost estimates. After review of the proposals, the Source Evaluation

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Committee (SEC) recommendation in conjunction with the budget for these services, LYNX staff is recommending, with the Oversight Committee's concurrence to re-issue the RFP. It is the intent of staff to take this opportunity to re-evaluate the pressure washing services needed and ensure that such needs are clearly defined in the scope of work issued in the new release.

FISCAL IMPACT:

LYNX staff have included \$80,000 in the FY2017 Proposed Operating Budget for pressure washing services. The projected FY2016 expenses for these services are \$48,976.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Douglas Robinson
DIRECTOR OF PLAN & DEVELOP
MYLES O'KEEFE
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Award Contracts
Authorization to Award Contract #16-C16 to Kittelson & Associates, Inc.
for the SR 436 Transit Corridor Study

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to award Contract #16-C16 to Kittelson & Associates, Inc. for the SR 436 Transit Corridor Study in an amount not-to-exceed \$1,270,000.

BACKGROUND:

The SR 436 Corridor Study seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The primary focus of this study is a 22 mile segment of SR 436 from the Orlando International Airport (OIA) in Orange County, FL, to SR 434 in Seminole County, FL. This study will consider the current and future demand of transit services and improvements targeted to support a more efficient connection to the airport, while supporting economic redevelopments planned along the corridor. The study will pivot off of the SR 50/UCF Connector Alternatives Analysis and OIA Refresh Alternatives Analysis that were recently completed, as they relate to the proposed study area. The connection to the SR 50 Bus Rapid Transit (BRT) at proposed SR 50/SR 436 BRT stations, as well as the Fern Park SuperStop, would provide a key east-west connector for residents along SR 436 to SunRail.

SR 436 is a primary corridor through eastern Orange County and southern Seminole County, as well as the local access road to OIA. The greater Orlando area receives over 62 million visitors a year and many of them arrive via OIA. For many of those visitors, SR 436 is their first and last impression of the region. The City of Orlando is rebranding the SR 436 Corridor as "Gateway Orlando," and has recently adopted the Semoran Boulevard Vision Plan and complementary rezoning ordinance to improve the types of redevelopment that can occur along SR 436. The Vision Plan includes recommendations to make the corridor "transit ready."

The SR 436 Corridor Study will contain recommendations for future transportation infrastructure and short-term implementable solutions prior to major capital improvements in the long term. This project intends to address the mobility needs of the community (e.g., personal vehicles, transit, bicycle, and pedestrian transportation modes) and to advance the community's long-term vision for the corridor. This corridor study will provide the preliminary analysis required to enter the federal project development process in accordance with FTA grant eligibility rules. In addition, LYNX is partnering with the Florida Department of Transportation to specifically include investigation into bicycle and pedestrian safety improvements along the corridor to support its Complete Streets initiatives.

Staff received authorization to release a Request for Proposals (RFP) for the SR 436 Transit Corridor Study and to amend the FY2016 Amended Operating Budget, accordingly at the LYNX' Board of Directors meeting on May 26, 2016.

The RFP was released August 1, 2016. Proposals were due to LYNX by 2:00 PM EST on Wednesday, August 24, 2016.

A total of six proposals were received from the following firms:

- Parsons Brinckerhoff, Inc. (WSP)
- Connetics Transportation Group
- HDR, Inc.
- Kittelson & Associates, Inc.
- Tindale Oliver
- Vanasse Hangen Brustlin, Inc. (VHB)

The Source Evaluation Committee (SEC) consisted of the following personnel:

Libertad Acosta-Anderson, Florida Department of Transportation, District 5
Carleen Flynn, LYNX
Doug Jamison, LYNX
Claudia Korobkoff, City of Orlando
Renzo Nastasi, Orange County
Selita Stubbs, LYNX
Bill Wharton, Seminole County

The proposals were evaluated on the following criteria, in descending order of importance:

- Methodology (40%)
- Qualifications and Experience: Proposer and Sub-Consultants (30%)
- Professional Qualifications and Experience (30%)

The SEC met Tuesday September 6, 2016 to discuss the six responses received. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation. Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

The results of the scoring of the proposals are shown below. The scores were based on a total of 700 points and the ordinal ranking of each firm.

Firm	Score	Ordinal
Kittelson & Associates, Inc.	628.50	1
Connetics Transportation Group	611.00	2
Parsons Brinckerhoff, Inc. (WSP)	604.50	3
HDR, Inc.	609.75	4
Vanasse Hangen Brustlin, Inc. (VHB)	599.00	5
Tindale Oliver	603.00	6

The members of the SEC unanimously recommended the award be made to Kittelson & Associates, Inc. for this project.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with DOT assisted dollars. LYNX has established a small business goal of 11% that cannot and will not be counted toward FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26. The prime contractor has indicated the utilization of small business firms to participate on the contract.

FISCAL IMPACT:

LYNX staff will include the final amounts by jurisdiction in the FY2017 Proposed Operating Budget as listed in the table below:

<u>Jurisdiction</u>	<u>Amount</u>
City of Orlando	\$ 450,000
Orange County	190,000
Seminole County	455,000
FDOT	175,000
	<u>\$ 1,270,000</u>

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #17-C01 to Glover Oil for B-99 Biodiesel Fuel

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #17-C01 to Glover Oil to provide B-99 biodiesel fuel at the Oil Price Information Services (OPIS) daily average price. The term of the contract is for a one year period beginning October 1, 2016 through September 30, 2017.

BACKGROUND:

Contract #15-C01 with the Glover Oil Company expires on September 30, 2016. On July 27, 2016, LYNX Procurement staff issued an Invitation for Bid (IFB) for B-99 biodiesel fuel. Sealed bids were due back on August 29, 2016. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the OPIS daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

Glover Oil	\$-.3500
Mansfield Oil	\$-.3380
Palmdale Oil	\$-.2581
Petroleum Traders Corp	\$-.2577
RKA Petroleum	\$-.2552
Terrell Industries	\$-.1875
Indigo Energy	\$-.1328

The lowest responsible bidder is Glover Oil.

FISCAL IMPACT:

LYNX staff included \$835,731 in the FY2017 Proposed Operating Budget to support the purchase of B-99 biodiesel fuel. The current fixed fee for B-99 biodiesel fuel is \$-.1638 and the projected expense for FY2016 for the purchase of biodiesel is \$223,843.

Description	FY2016 Estimated Expense	FY2017 Proposed Budget	Variance
Dyed Ultra Low Sulphur Diesel	\$5,548,246	\$4,714,980	(\$833,266)
B-99 Biodiesel	223,843	835,731	611,888
Total	\$5,772,089	\$5,550,711	(\$221,378)

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #17-C02 to Mansfield Oil for 87 Octane Unleaded Gasoline

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #17-C02 to Mansfield Oil to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2016 through September 30, 2017.

BACKGROUND:

The 87 octane unleaded gasoline is used to fuel LYNX staff vehicles and is also supplied to MV Transportation to provide Paratransit and Flex services for LYNX.

The current Contract expires on September 30, 2016. An Invitation for Bid (IFB) was issued on July 27, 2016 and responses were due on August 29, 2016. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

LYNX Board Agenda

The following bids were received:

Mansfield Oil	\$.0678
Indigo Energy	\$.1083
Palmdale Oil	\$.1539
RKA Petroleum	\$.1725
Lykins Energy	\$.1905

The lowest responsible bidder is Mansfield Oil.

FISCAL IMPACT:

LYNX staff included \$2,005,005 in the FY2017 Proposed Operating Budget to support the purchase of 87 octane unleaded gasoline. The current fixed fee for 87 octane unleaded gasoline is \$.0912 and the projected FY2016 expense for unleaded gasoline is \$2,020,033.

Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #17-C03 to Palmdale Oil for Dyed Ultra-Low Sulfur Diesel Fuel

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #17-C03 to Palmdale Oil to provide dyed ultra-low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2016 through September 30, 2017.

BACKGROUND:

The current Contract expires on September 30, 2016. An Invitation for Bid (IFB) was issued on July 27, 2016 and responses were due on August 29, 2016. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

The following bids were received:

Palmdale Oil	\$.1369
Mansfield Oil	\$.1478
RKA Petroleum	\$.1480
Petroleum Traders Corp	\$.1625
Indigo Energy	\$.1636
Lykins Energy	\$.1850

The lowest responsible bidder is Palmdale Oil.

FISCAL IMPACT:

LYNX staff included \$4,714,980 in the FY2017 Proposed Operating Budget to support the purchase of dyed ultra-low sulfur diesel fuel. The current fixed fee for dyed ultra-low sulfur diesel fuel is \$.1753 and the projected FY2016 expense for ultra-low sulfur dyed diesel is \$5,548,246.

Description	FY2016 Estimated Expense	FY2017 Proposed Budget	Variance
Dyed Ultra Low Sulphur Diesel	\$5,548,246	\$4,714,980	(\$833,266)
B-99 Biodiesel	223,843	835,731	611,888
Total	\$5,772,089	\$5,550,711	(\$221,378)

Consent Agenda Item #6.B. v

To: LYNX Board of Directors

From: Juan Battle
DIR OF TRANSPORTATION & MAINT
Juan Battle
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Award Contracts
Authorization to Award Contract #17-C04 to DesignLab, Inc. to Provide
Bus Operator and Transportation Supervisor Uniforms

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #17-C04 to DesignLab, Inc. to provide bus operator and transportation supervisor uniforms with an annual not-to-exceed amount of \$201,848. The term of this contract will be three (3) years with two (2) one-year options.

BACKGROUND:

Per the Union Contract, bus operators receive a yearly uniform allowance to be used for the purchase of shirts, pants, jackets, caps and other authorized items from the authorized supplier who is currently DesignLab, Inc. The current contract expires September 30, 2016.

At the May 26, 2016, Board of Directors' meeting, staff received authorization to release a Request for Proposal (RFP) for operator uniforms. The RFP was released June 24, 2016. Proposals were due to LYNX by 2:00 p.m. on July 25, 2016.

The RFP was advertised in the Orlando Sentinel and posted on the www.golynx.com website.

The RFP was sent to a total of fifteen (15) vendors. Thirteen (13) vendors received the RFP via e-mail and two (2) additional vendors requested a copy of the RFP when they saw it advertised. Three (3) proposals were received. The proposal from Aramark was considered unresponsive.

Two responses were received from the following firms:

- DesignLab, Inc.
- Uniform Wizard

The Source Evaluation Committee (SEC) consisted of the following LYNX staff:

- Keith Tillet, Manager of Transportation
- Chitrekha Etwaroo, Transportation Administration
- Evelyn Nazario, Bus Operator

The proposals were evaluated on the following criteria in descending order of importance:

- Qualifications of Firm (30%)
- Staff Experience and Knowledge of Firm (20%)
- Methodology/Approach (30%)
- Pricing Proposal (20%)

The SEC met at 10:00 A.M. on August 12, 2016 to discuss the three responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation. Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

The scoring of the proposals submitted is as follows on a total possible score of 500 points based upon the evaluation criteria and the ordinal ranking of each firm.

Vendor	Score	Ordinal Ranking
DesignLab, Inc.	272	1
Uniform Wizard	250	2

Following the discussions on August 12, 2016 the SEC recommended the award be made to DesignLab, Inc.

FISCAL IMPACT:

LYNX staff included \$201,848 in the FY2017 Proposed Operating Budget for operator uniforms. The projected FY2016 expenses for operator uniforms are \$199,445.

Consent Agenda Item #6.B. vi

To: LYNX Board of Directors

From: Juan Battle
DIR OF TRANSPORTATION & MAINT
Juan Battle
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Award Contracts
Authorization to Award Contract #17-C05 to Helping Hand Lawn Care for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #17-C05 to Helping Hands Lawn Care for landscape maintenance at LYNX Central Station (LCS), LYNX facilities, and transfer centers. The term of the contract will be for three (3) years with two (2) one-year options for a total contract term of five (5) years with a not-to-exceed amount for the five years of \$325,000, and an annual not-to-exceed amount of \$65,000.

BACKGROUND:

At the May 26, 2016, Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for landscape maintenance. The RFP was released June 30, 2016. Proposals were due to LYNX by 2:00 p.m. on August 1, 2016.

The RFP was advertised in the Orlando Sentinel, posted on the www.golynx.com website, and posted on the www.thebluebook.com website which is a building and construction networking site.

The RFP was sent to a total of one hundred forty-three (143) vendors. Only two (2) vendors attended the pre-bid meeting and subsequently submitted proposals. One (1) additional vendor sent a no bid response because LYNX was outside the vendor's service area. Procurement is contacting the vendors via telephone to ask why they did not respond and is waiting for feedback.

LYNX Board Agenda

Two responses were received from the following firms:

- Helping Hand Lawn Care
- Fleetwash, Inc.

The Source Evaluation Committee (SEC) consisted of the following LYNX staff:

- Leonard Antmann, Comptroller
- Jeff Reine, Senior Project Manager
- Scott Meeks, Facility Maintenance Supervisor

The proposals were evaluated on the following criteria in descending order of importance:

- Qualifications of Firm (30%)
- Staff Experience and Knowledge of Firm (20%)
- Methodology/Approach (30%)
- Pricing Proposal (20%)

The SEC met at 10:00 A.M. on August 19, 2016 to discuss the responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation. Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

The scoring of the proposals submitted is as follows on a total possible score of 300 points based upon the evaluation criteria and the ordinal ranking of each firm.

Vendor	Score	Ordinal Ranking
Helping Hand Lawn Care	212	1
Fleetwash, Inc.	190	2

Following the discussion on August 19, 2016, the SEC recommended the award be made to Helping Hand Lawn Care.

FISCAL IMPACT:

LYNX staff have included \$65,000 in the FY2017 Proposed Operating Budget for landscape maintenance. The projected FY2016 expenses for landscape maintenance are \$63,240.

Consent Agenda Item #6.B. vii

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Award Contracts
Authorization to Award Contract #17-C07 to Direct Media USA for Advertising Sales

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award revenue Contract #17-C07 for Transit Advertising to Direct Media Inc. The term of the contract shall be for five (5) years.

BACKGROUND:

In order to maximize the total amount of advertising revenue LYNX issued a Request for Proposal (RFP) on Aug. 5, 2016, and the proposals were due to LYNX by 2 p.m. on September 1, 2016.

The RFP was advertised in the Orlando Sentinel, posted on the www.golynx.com website, and posted on the www.BidSync.com website which is a bid notification and eProcurement website.

The RFP was sent to a total of twenty-five (25) vendors. Twenty-three (23) vendors received the RFP via e-mail and two (2) additional firms who requested a copy of the RFP prior to its release.

Two responses were received from the following firms:

- Direct Media Inc.
- Outfront Media

The Source Evaluation Committee (SEC) consisted of the following personnel:

- Leonard Antmann, Comptroller
- Scott Penvose, Maintenance Supervisor
- Kathryn Lockard, Marketing Specialist

LYNX Board Agenda

The proposals were evaluated on the following criteria in descending order of importance:

- Proposed Revenue to LYNX (35%)
- Qualifications and Experience (25%)
- Sales Work Plan (25%)
- Financial Statement (15%)

The SEC met on Sept. 14, 2016, to discuss the two responses received. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation. Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

The results of the scoring of the proposals are shown below. The scores were based on a total possible score of 300 points and the ordinal ranking of each firm.

Vendor	Points	Ordinal Score
Direct Media USA	291	1
OutFront Media	218.5	2

Year	Direct Media USA Guaranteed Revenue	Direct Media USA Estimated Revenue
2017	\$ 1,900,000	\$ 2,365,000
2018	\$ 2,000,000	\$ 2,505,000
2019	\$ 2,100,000	\$ 2,650,000
2020	\$ 2,200,000	\$ 2,800,000
2021	\$ 2,300,000	\$ 3,000,000
Total	\$10,500,000	\$13,320,000

Year	Outfront Media Guaranteed Revenue	Outfront Media Estimated Revenue
2017	\$1,800,000	\$ 2,452,400
2018	\$1,825,000	\$ 2,526,000
2019	\$1,850,000	\$ 2,601,700
2020	\$1,875,000	\$ 2,679,800
2021	\$1,900,000	\$ 2,760,200
Total	\$9,250,000	\$13,020,100

Direct Media USA

Revenue Sharing Assumptions

- 60% - \$0. to \$2,000,000
- 65% - \$2,000,000 - \$ 2,500,000
- 70% - \$2,500,000 - \$ 5,000,000
- 75% - \$5,000,000 - \$ 7,500,000
- 80% - \$7,500,000- \$10,000,000

Outfront Media

Revenue Sharing Assumptions

- 60% - N/A
- 65% - On All Revenues Generated
- 70% - N/A
- 75% - N/A
- 80% - N/A

FISCAL IMPACT:

LYNX staff included \$2,332,134 in the FY2017 Proposed Operating Budget for advertising on buses and shelters revenue. The FY2016 estimated revenue is \$1,732,921.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Anabelle Henry
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Extension of Contracts
Authorization to Exercise First Option Year of Contract #14-C07 to Solantic of Orlando, LLC., d/b/a Care Spot Express Healthcare for Occupational Health Services

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the initial term of Contract #14-C07 with Solantic of Orlando, LLC., d/b/a as Care Spot Express Healthcare for Occupational Health Services from \$150,000 to \$205,000 and to exercise the first option year of the contract in a not-to-exceed amount of \$76,760.

BACKGROUND:

LYNX contracts professional services for random drug testing, post offer employment physicals, employee annual physicals, and on-the-job occupational illnesses and injuries. The contract for these services enables LYNX to meet the mandated requirements of the drug and alcohol testing rules issued by the U.S. Department of Transportation as prescribed by the Omnibus Transportation Employees Testing Act of 1991, as amended.

On July 25, 2013 the Board of Directors approved the authorization to issue an RFP for Occupational Health Services covering a three (3) year base period with two (2) one-year options.

On September 19, 2013, the Board of Directors authorized LYNX to award a contract to Care Spot Express Healthcare for Occupational Health Services. The initial term of this Contract commenced on October 1, 2013 and ends on September 30, 2016.

The request to exercise the first year option is to ensure continuity of service related to new hire employment screening for compliance with Department of Transportation regulations and requirements to meet manpower needs for operations. This Medical employment screening

LYNX Board Agenda

facility utilizes up-to-date licensed DOT physicians and provides timely quality service for the agency.

Staff is now requesting authorization to execute the first option year. Once exercised, the contract will expire on September 30, 2017. This will leave one option year on the contract.

FISCAL IMPACT:

LYNX staff included \$76,760 in the FY2017 Proposed Operating Budget for Occupational Health Services. The projected FY2016 expenses are \$62,486 for these services.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Douglas Robinson
DIRECTOR OF PLAN & DEVELOP
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Extension of Contracts
Authorization to Exercise the First Year Option of Contract #13-C23 with
Spencer Fabrication for Construction of Passenger Shelters

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #13-C23 with Spencer Fabrications, Inc., for the manufacturing of LYNX shelters in a not-to-exceed amount of \$900,000.

BACKGROUND:

Contract #13-C23 with Spencer Fabrications dated September 19, 2013 was issued to allow for the construction of bus shelters. The contract was awarded as a three year contract with two annual renewals.

Spencer currently manufactures the 15' X 15', 10' X 10', 6' X 9' and 6' x 13' shelters for LYNX. In addition, Spencer also provides LYNX the solar panels for the shelters and has performed refurbishment of shelters on an as needed basis. Throughout the current shelter manufacturing contract, Spencer Fabrications has continued to submit value engineering changes for all of the shelters. They provided a redesign for the 6' X 9' shelter to LYNX at minimal cost that includes a small bench and a different style roof line. Spencer understands the critical activity milestones and duration of the manufacturing process and continues to meet LYNX' work order schedules. They have performed satisfactorily in accordance with the terms of the contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policies for service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract had established a 1% DBE participation goal. Spencer has utilized Merit Fasteners Corporation to achieve this goal.

FISCAL IMPACT:

LYNX staff included \$2,569,772 (including carryover of \$769,772) in the FY2017 Proposed Capital Budget for the construction of one hundred twenty five (125) bus shelters.

	FY2017 Request		FY2016 Carryover		Total	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
Shelter Construction	100	1,800,000	25	769,772	125	2,569,772

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Douglas Robinson
DIRECTOR OF PLAN & DEVELOP
Jeffrey Reine
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Extension of Contracts
Authorization to Exercise the First Year Option of Contract #13-C30 with Barracuda Building Corporation for Installation of Passenger Shelters

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #13-C30 with Barracuda Building Corporation, Inc. in a not-to-exceed amount of \$1,200,000.

BACKGROUND:

Contract #13-C30 with Barracuda Building Corporation dated October 17, 2013 is three year contract with two one year renewals. These renewals are subject to price/cost analyses for any future price escalation for any items included in the RFP.

Under this contract, Barracuda performs the following tasks for all LYNX bus shelter installations: site demolition and preparation, traffic control, ground work, installation of concrete pads and installation of passenger shelters with associated site hardware. Prices are set as unit costs for each piece of work to be performed.

LYNX has utilized the service of Barracuda for the installation and removal of shelters and associated amenities since 2003. Since this time, they have installed over 800 plus shelters for the agency. They continue to meet LYNX' work order schedules and performed satisfactorily in accordance with the terms of the contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No Disadvantage Business Enterprise (DBE) goal participation has been set on this contract.

FISCAL IMPACT:

LYNX staff included \$1,693,658 (including carryover of \$493,658) in the FY2017 Proposed Capital Budget for the installation of one hundred thirty eight (138) bus shelters.

	FY2017 Request		FY2016 Carryover		Total	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
Shelter Installation	100	1,200,000	38	493,658	138	1,693,658

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Douglas Robinson
DIRECTOR OF PLAN & DEVELOP
Carleen Flynn
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Extension of Contracts
Authorization to Award an Extension of Contract to Exercise First Option Year of Contract #14-C15 to Vanasse Hangen Brustlin, Inc.; Contract #14-C16 to Parsons Brinckerhoff, Inc.; Contract #14-C17 to RS&H, Inc.; Contract # 14-C18 to HDR Engineering, Inc. for General Transportation Planning & Consulting Services

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #14-C15 with Vanasse Hangen Brustlin, Inc.; Contract #14-C16 with Parsons Brinckerhoff, Inc.; Contract #14-C17 with RS&H, Inc.; and Contract #14-C18 with HDR Engineering, Inc. for General Transportation Planning and Consulting Services and to increase the annual no-to-exceed amount from \$300,000 to \$1,387,800 effective October 1, 2016.

BACKGROUND:

LYNX entered into separate three-year contracts in 2014 with Vanasse Hangen Brustlin, Inc. (#14-C15); Parsons Brinckerhoff, Inc. (#14-C16); with RS&H Inc., (#14-C17); and with HDR Engineering, Inc. (#14-C18). Staff is requesting authorization to exercise the first option year as each contract will expire September 30, 2016.

The original Contract Not to Exceed Amount (NTE) for the combination of all three-year contracts plus the two one-year options, was \$1,500,000. The contract annual NTE amount has been modified twice since contract execution in 2014. The first modification occurred in FY 2015 and was for \$362,822. The second modification occurred in FY 2016 and was for \$406,733. The current aggregate contract amount for the three-year period, plus the two one-year options is now \$2,269,555. Each contract year covers the period October through September.

FISCAL IMPACT:

LYNX staff included \$1,387,800 in the FY2017 Proposed Operating Budget for the following proposed projects:

Professional Services	
Description	FY2017 Proposed Budget
TDP Major Update	\$ 390,000
Multi-Modal Analysis	150,000
NeighborLink Performance Analysis	70,000
Bicycle Pedestrian Safety Program	50,000
Bus Stop Improvement Plan	200,000
Development Review/Major Employer Database	40,000
Five-Year Capital Improvement Program	200,000
Intelligent Transportation Systems (ITS)	62,400
Small Area Studies (Apopka, I-Drive)	100,000
Consultant Assistance	50,000
Sub-Recipient Monitoring	50,400
Human Services Agency Outreach & Assessment	15,000
PMP 5310 and Program Mgt./SGR/SSO/TAM	10,000
Total	\$ 1,387,800

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Cynthia Kuffel
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Extend Contract #13-A62 with Corvel Enterprise Comp, Inc. for Workers Compensation, General Liability, Automobile Liability and Subrogation Claims Administration

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the current contract with Corvel Enterprise Comp, Inc. and previously approved extension for Worker's Compensation, General liability, Automobile Liability and Subrogation Claims Administration for an additional thirty (30) days from October 29, 2016 to November 28, 2016.

BACKGROUND:

At the January 23, 2016 Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for third party claims administration services for workers' compensation, general/auto liability and, claims subrogation. The current contract and previously approved modifications expires on July 31, 2016. On July 28, 2016, staff requested and the Board approved a ninety (90) day extension to the contract. This extension will expire on October 29, 2016.

The RFP was released on Tuesday, May 10, 2016 and proposals were due to LYNX by 2:00 p.m. EST on Friday, June 10, 2016. LYNX received only two (2) responses. The RFP was released a second time on August 8, 2016, in an attempt to solicit more industry participation and fair market competition. In response to the second RFP, six (6) contractors of interest provided a proposal on or before the deadline of September 7, 2016.

Staff is currently vetting the submission through the review process to include the participation of a Selection Evaluation Committee (SEC). The SEC committee met on September 7, 2016 to receive the submitted proposals for review and to schedule a meeting to recommend a proposer to the Board of Directors. The SEC committee was not able to schedule a meeting prior to the

LYNX Board Agenda

September 22, 2016 Board meeting. If a Board meeting is scheduled for October 2016 the request to award the contract will be placed on the agenda, if not the contract award will be requested at the November 10, 2016 Board meeting.

PROPOSED NEW EXPANSION:

The Scope of Work to be performed is consistent with the services provided by the current contractor/Third Party Administrator.

FISCAL IMPACT:

LYNX staff included \$125,000 and \$65,000 in the FY2017 Proposed Operating Budget for Professional Fees- General Liability and Professional Fees- Workers Compensation, respectively. The projected FY2016 expenses are \$125,520 for Professional Fees- General Liability and \$84,044 for Professional Fees- Workers Compensation.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: **Douglas Robinson**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)
Kasia Castro
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: **Miscellaneous**
Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to conduct the competitive process to select projects and sub-recipients for the Federal Transit Administration (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program.

BACKGROUND:

LYNX is the agency designated to administer the FTA's Section 5310 funding program in the urbanized areas of Orlando and Kissimmee. As the designated recipient, LYNX has the responsibility to develop the program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 that serve seniors and individuals with disabilities. The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities under MAP 21 include:

1. Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.

2. Public transportation projects that exceed the requirements of the ADA.
3. Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
4. Alternatives to public transportation that assist seniors and individuals with disabilities.

Access LYNX completed the FY 2016 update of the Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD). The TDSP was subsequently adopted by the METROPLAN ORLANDO Local Coordinating Board (LCB) on May 12, 2016 and will serve as the adopted locally developed, coordinated public transit-human services transportation plan for FTA's Section 5310.

LYNX staff intends to competitively solicit project applications from non-profit organizations and other 5310 eligible entities to select sub-recipients. LYNX in its role as the Community Transportation Coordinator continues to work with non-profit agencies that have current coordination agreements to strive towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals with disabilities. This is also consistent with the Board adopted staff recommendations on strategies to reduce paratransit costs.

FISCAL IMPACT:

LYNX staff included \$525,780 in the FY2017 Proposed Operating Budget for Section 5310 sub-recipients agency expenses that will be funded with FTA Section 5310 pass-through funding resulting in a net zero impact to LYNX. LYNX staff will seek Board authorization to adjust the FY2017 Adopted Budget to reflect the final awards to sub-recipients.

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: **Douglas Robinson**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)
Kasia Castro
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Miscellaneous
Authorization to Submit a Grant Application to the Commission for the Transportation Disadvantaged for a Mobility Enhancement Grant

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to submit a Mobility Enhancement grant to the Commission for the Transportation Disadvantaged (CTD) and authorization for the Chairman to execute Resolution #16-009 (attached hereto) authorizing the Chief Executive Officer (CEO) to file and undertake a transportation disadvantaged service project with the Commission for the Transportation Disadvantaged (CTD). This authorization also includes the execution of a Memorandum of Agreement to be provided by the CTD.

BACKGROUND:

In June 2016, the CTD re-issued a solicitation for Mobility Enhancement applications that are due on October 11, 2016. The FY 2016 Florida Legislature authorized \$1.10 million of non-recurring funds to be competitively awarded by the CTD to Community Transportation Coordinators (CTC) to support projects that:

- 1) Enhance the access of older adults, persons with disabilities, and low income individuals to healthcare, shopping, education, employment, public services and recreation;
- 2) Assist in the development, improvement, and use of transportation systems in non-urbanized areas;
- 3) Promote the efficient coordination of services
- 4) Support inter-city bus transportation; or
- 5) Encourage private transportation provider participation

LYNX Board Agenda

The funding program provides focus on improving access to or creating new opportunities for mobility services. Proposed projects must begin providing services on or about January 1, 2017 through June 30, 2017. The grant funds are to be used for the specific purpose of passenger trips to eligible non-sponsored transportation disadvantaged individuals, or for equipment to be utilized in the designated service area.

LYNX staff will be collaborating with METROPLAN ORLANDO staff and the Local Coordinating Board to discuss possible projects, including a pilot program for transportation alternatives to serve on-demand, same day life sustaining trips such as dialysis and cancer treatments.

The grant program provides 90% funding and requires a 10% local cash match generated from local sources, including farebox revenues.

FISCAL IMPACT:

LYNX staff will include the CTD grant award in the appropriate LYNX fiscal year operating budget upon confirmation of award and securing the local match.

AUTHORIZING RESOLUTION
CFRTA RESOLUTION No. 16-009

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY, AUTHORIZING THE FILING OF A MOBILITY ENHANCEMENT
GRANT APPLICATION WITH THE FLORIDA COMISSION FOR THE
TRANSPORTATION DISDAVANTAGED**

A RESOLUTION of the GOVERNING BOARD of the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter BOARD, hereby authorizes the filing of a Mobility Enhancement Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file this Grant Application and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commissions for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is Edward L. Johnson, Chief Executive Officer.
4. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contracts which are required in connection with the application.
5. The BOARD authorizes Blanche Sherman, Director of Finance, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 16-009
APPROVING THE FILING OF THE MOBILITY ENHANCEMENT GRANT
APPLICATION WITH THE FLORIDA COMISSION FOR THE TRANSPORTATION
DISDAVANTAGED**

APPROVED AND ADOPTED this 22nd day of September, 2016, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Douglas Robinson
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Miscellaneous
Authorization to Negotiate and Amend the Interlocal Agreement between
LYNX and the City of Orlando for the East/West BRT Project

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and amend the existing Interlocal agreement between LYNX and the City of Orlando the East/West BRT Project and to provide for the additional cash match necessary for the use of remaining grant funds for the improvements to two intersections on the Grapefruit Line.

In addition, LYNX staff is requesting authorization to amend the FY2016 Capital Budget for \$104,000 to include the required local funding match of \$20,800 and federal funding in the amount of \$83,200.

BACKGROUND:

The East West BRT project has approximately \$500,000 in remaining funds. LYNX is proposing the use of a portion of these funds to better facilitate the turning movements of the BRT vehicles at two intersections along the route. The estimated cost of these improvements is approximately \$104,400 and will require a local match of \$20,880 (20%). The extent of the improvements is described below:

Summerlin Avenue and Church Street

At this intersection, the BRT is traveling southbound on Summerlin Avenue and makes a right turn onto westbound Church Street. The turning radius on the northwest corner of the intersection forces the bus to cross the street centerline into the eastbound lane on Church Street. Buses can manage the turn when traffic volume is low on Church Street, but during peak periods,

buses can delay traffic on Summerlin Avenue and delay vehicles attempting to turn right onto southbound Summerlin Avenue.

The proposed improvements include relocating a street light, some asphalt repaving, brick replacement, pavement striping and other pavement markings, the replacement of curb and a drainage inlet.

Church Street and Magnolia Avenue

This intersection involves a left turning movement from westbound Church Street onto the southbound Magnolia BRT lane. The median on the south side of the intersection is configured such that a bus is required to make a large swing north before completing the left turning movement south in order to avoid the rear wheels of the bus from jumping over the median curb. In addition due to the complexity of the turning movements LYNX has experienced a high number of minor incidents such as slips and falls of passengers on the buses, near misses with cars in traffic and similar incidents at this intersection. The proposed improvements include removing a portion of the median, replacing curb, installing new asphalt, adding landscaping, relocating irrigation equipment and marking and striping pavement.

FISCAL IMPACT:

Upon Approval, LYNX staff will amend the FY2016 Capital Budget for \$104,000 to include the required local funding match of \$20,800 and federal funding in the amount of \$83,200.

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Cynthia Kuffel
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Miscellaneous
Authorization to Execute Renewal of Casualty Insurance Programs for
FY2016/2017

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate with the assistance of Arthur J. Gallagher, Broker and bind coverage and premium on behalf of LYNX for the upcoming one year renewals October 1, 2016 to October 1, 2017 of the Crime, General Liability, Public Officials Liability & Employment Practices Liability, Automobile Physical Damage (Comprehensive & Collision), Automobile (Road Rangers), Fiduciary Liability Insurance programs.

BACKGROUND:

LYNX is self-insured for bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$200,000 per person, \$300,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Arthur J. Gallagher Broker. The program is partially insured, with modest deductibles. The risks of Fiduciary, Premises Liability and Public Officials/Employment Practices Liability programs are fully insured through Preferred Governmental Insurance Trust (PGIT).

	FY2015 Premium	FY2016 Premium	FY2017 Estimated Premium	Increase/ (Decrease)	Term Expiration
General Liability	\$26,019	\$26,019	\$27,320	5%	10-01-17
Crime/Employee Dishonesty	\$1,175	\$1,175	\$1,200	2%	10-01-17
Automobile Physical Damage Coverage	\$134,811	\$208,776	\$282,121	35%	10-01-17
Automobile Liability Coverage (Road Rangers, Wages)	\$47,836	\$34,646	\$38,111	10%	10-01-17
Public Officials and Employment Practices	\$76,386	\$76,386	\$84,025	10%	10-01-17
Fiduciary	\$5,238	\$5,171	\$5,430	5%	10-01-17
Total Premium Cost	\$291,465	\$352,173	\$438,205		

The notable auto physical damage premium increase is driven by the increased fleet values due to the CNG buses added after 10/1/2015 and the 10 new 60' CNG articulated buses scheduled for delivery prior to 10/1/2016.

The remaining projected premiums are based on current industry projections. Quotes are currently being obtained by Arthur J. Gallagher, Broker.

FISCAL IMPACT:

LYNX staff included \$514,831 in the FY2017 Proposed Operating Budget for these services. The projected FY2016 expenses are \$504,461.

Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Negotiate and Execute an Agreement for Temporary Employment Services Until the Chief Operating Officer Position is Filled

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute an agreement for temporary employment services for a bridging of services until the Chief Operating Officer position is filled.

BACKGROUND:

Early July 2016 the Chief Executive Officer (CEO) informed the Board of Directors of his plan to restructure the executive management positions. The executive management team would include the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Planning and Engineering Officer and Chief External Affairs Officer. These newly created positions would realign their departments to place the agency in a better position to take on high capacity transit related projects and securing sufficient and dependable funding for the continuation and expansion of transit services.

As the effort to fill these critical positions has progressed it has been determined a nation-wide search is necessary to attract the desired talent for the Chief Operating Officer and Chief Planning and Engineering Officer positions. Krauthamer and Associates have been selected to lead the search for the two aforementioned positions.

Until the Chief Operating Officer's position is filled staff is proposing to select Mr. Frank Martin to serve as the interim Chief Operating Officer. Mr. Martin is a transit industry leader having served in senior management positions to include Chief Operating Officer and Chief Executive Officer with several transit agencies throughout the United States. Most recently Mr. Martin served as a consultant with Atkins (formerly PBS&J). He has recently opened a boutique consultancy firm and providing consultation to transit agencies throughout the United States.

LYNX Board Agenda

Mr. Martin will be available beginning October 1, 2016 and is not interested in the full time position. Mr. Martin's resume is attached.

FISCAL IMPACT:

LYNX staff have funds available in the FY2017 Proposed Operating Budget in salaries and wages to offset these services. The proposed contract term is six (6) months at a rate not-to exceed \$165 per hour for a total of \$171,600.

Frank T. Martin, President

Frank T. Martin Consult, LLC

Email FTMartin@gmail.com

Phone 850-321-3948

Mr. Martin has extensive experience in business development and sales, urban and regional planning, including over 30 years of experience in managing and directing transportation projects focusing on multidisciplinary and complex planning, administration, and operations and maintenance; analyzing program systems and processes; and developing business plans and strategies to optimize operating efficiency. He has served as a general manager and chief operating officer for several of the nation's top transit systems and has served in an oversight capacity for the implementation of programs from South Florida (South Florida Regional Transportation Authority, formerly Tri-Rail) to Northern California (ACE, Caltrain, and Capital Corridor) while working as the chief operating officer for the Santa Clara Valley Transportation Authority (VTA).

After spending more than three decades in the private and public sectors in senior management (Senior Vice President - Atkins and Vice President – First Transit formally ATE Management and Service Company, Inc. respectively) for two global transportation and engineering companies and as Chief Executive Officer and Chief Operating Officer for several of the nations' top transit organizations, Frank has opened his own Firm. He has established a consultancy to serve the government (local, state and federal) and transportation markets. As a public servant, Frank developed the reputation as a **skilled and accomplished public transportation management executive** solving some of the most complex issues facing the public transit industry. He carried the same skills into the private sector for over the past ten years becoming a trusted advisor, as well as emerging as one of the **industry's preeminent business development and sales strategist**.

FRANK T. MARTIN CONSULT, LLC – April 2014 to Present

Provides professional consultant services in the following areas:

- Strategic business development and sales strategy
- Small and disadvantaged business teaming and partnering
- Organization and management reviews
- Executive coaching, mentoring and recruiting
- Special purpose referendum consultation and fundraising
- Government and client relations
- Strategic planning

ATKINS NORTH AMERICA'S TRANSPORTATION GROUP COMPANY (FORMERLY PBS&J) Senior Vice President, Transportation - Sales and Strategy / Business Sector Manager Transit-Rail - February 2004 to December 2013

Responsible for transit and rail business development as well as supporting activities across all business sectors i.e., aviation, highway and bridges, ITS, tolls and construction management within the transportation group company.

Mr. Martin was promoted to division manager within three months of joining Atkins to revamp and right size the fledging and unknown Transit and Rail Practice. During his tenure he branded the company nationally from a regional highway planning and engineering company to become one of the top emerging transit and engineering firms focusing on medium and large scale program management consultant and general engineering consultant contracts. Sector revenues increased 400 percent while staffing grew over 300 percent. As a trusted advisor, he is often sought out by industry peers for advice and counsel.

Additionally, as national business sector manager and division manager for transit and rail, Mr. Martin served closely with project teams throughout North America that were involved in various stages of large transit programs—from planning to design to construction—and as a corporate officer authorized to execute contracts, task authorizations, and supplemental agreements as needed. He also brings diversified transit operations and corporate management experience to each project, along with significant experience as a senior management executive for various transit authorities. Mr. Martin is extremely knowledgeable of Federal Transportation Administration (FTA) procedures and programs and is active on several key technical and managerial panels for Transportation Research Board (TRB), Conference of Minority Transportation Officials (COMTO), and the American Public Transportation Association (APTA). His experience includes operations planning, safety and security, business and project development-implementation, and operations and maintenance of bus, paratransit, automated people mover systems, heavy, light, and commuter rail systems.

PROJECTS INCLUDED:

- **NORFOLK LIGHT RAIL TRANSIT PROGRAM MANAGEMENT/CONSTRUCTION MANAGEMENT, Hampton Roads, Virginia.** Mr. Martin secured and served as **principal-in-charge** of this \$330-million project. Atkins was the prime consultant leading a multi-discipline team providing program management and construction management (PM/CM) services for the 7.4-mile light rail transit (LRT) starter line for Hampton Roads Transit (HRT), in Norfolk, Virginia. This initial segment will provide LRT service from its western terminal near the Eastern Virginia Medical Center, then travel east in a dedicated right-of-way through downtown Norfolk to Norfolk State University. The alignment will then follow the existing Norfolk Southern Railroad right-of-way, paralleling I-264, from Park Avenue, and west of Brambleton Avenue to an eastern terminal station at Newtown Road, just south of I-264.
- **PROGRAM MANAGEMENT CONSULTING SERVICES, Peoples Transportation Plan, Miami, Florida.** Mr. Martin secured and served as Atkins' **principal-in-charge** of this seven year \$84 million dollar contract. Atkins was a member of the multi-firm program management consultant (PMC) team that supported Miami-Dade Transit (MDT) in its execution of the People's Transportation Plan. The PMC was selected in 2005 to serve as the consultant to oversee the implementation programs comprising the People's Transportation Plan. In this capacity, the PMC serves as a staff extension for the agency and accomplishes specific task assignments. The team also oversees and coordinates the work of corridor consultants performing planning and preliminary design assignments. Additionally, the PMC provides expert support to the agency on financial planning, funding strategies, systems analyses, fare card systems, and other similar tasks.
- **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, General Engineering Consultant, Atlanta, Georgia.** Mr. Martin secured and served as Atkins' **principal-in-charge and joint venture board member** of this ten year project. Atkins is one of the JV members of the Metropolitan Atlanta Transit Consultants (MATC) team selected by the Metropolitan Atlanta Rapid Transit Authority (MARTA) in 2007 to provide general engineering consultant (GEC) services and assist the agency in meeting the operational needs of its bus and heavy rail system. The system serves Fulton and DeKalb Counties and the City of Atlanta in maintaining the system in good repair. This includes developing improvements and additions to meet future goals, a top priority for MARTA. MATC serves as an extension of the agency's staff providing MARTA with tested expertise and innovative solutions.
- **CENTRAL PHOENIX / EAST VALLEY LIGHT RAIL TRANSIT CONSTRUCTION MANAGEMENT, Phoenix, Arizona.** Mr. Martin served as **transit advisor** to the construction management team of this project. Atkins provided construction administration and management services for the \$1.37-billion project consisting of a 20.3-mile starter line through the cities of Phoenix, Mesa, and Tempe in Arizona in a joint venture with PGH Wong. This project included bridges, roads, rail, lighting, traffic signals, water, storm drainage, and appurtenances. Specific services included construction management, constructability reviews, quality assurance program, contractor progress monitoring, construction cost estimates, contractor schedule analysis, contractor claims analysis, resident engineering, preconstruction surveys, construction surveys, materials testing services, inspection services, owner furnished materials management, rail system integration and testing services, rail activation services, and maintenance and operation assistance. Atkins right-of-way group was tasked with clearing of cost-to-care improvements located on 600 parcels in Phoenix, Arizona.
- **A STUDY OF THE SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA).** On December 14, 2005, the Pennsylvania House of Representatives passed Resolution No. 538. Resolution 538 directed the House Transportation Committee (PHTC) to, "...conduct an investigation of the Southeastern Pennsylvania Transportation Authority" (SEPTA). The Resolution more specifically, "...directed the Transportation Committee to conduct an overall and inclusive investigation of the operations, administration, management, and financial operations of SEPTA." Mr. Martin secured and served as **project manager** of this study leading the Atkins review team analyzing past financial studies and audits, and made recommendations on issues needing deeper study and analysis. The final report included specific recommendations in the following areas: financial review analysis, operations, labor, major capital improvement projects, fare collection system and technology, procurement, human resources, marketing and community relations, and performance standards. This report laid the foundation for a statewide discussion of the increased funding to support public transportation by the governor and the state legislature.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA), San Jose, California – Chief Operating Officer (COO) May 1999 to January 2004

The Santa Clara Valley Transportation Authority (VTA) is an independent special district with responsibility for countywide transportation planning and programming, public transportation, traffic congestion, specific highway improvement projects, and land-use integration. As COO, Mr. Martin managed all aspects of the \$280 million operations and maintenance function of the public transportation (bus, light rail, and paratransit operations with 2900 operating employees) division of this multi-purpose agency. He oversaw four deputy directors (in transportation, maintenance, service planning, scheduling, and technical transportation training and rail activation) and two managers (in protective services and policy administration). He initiated and assisted in a programmatic review of the Authority's FY 2002 budget to reduce the budget to match operating resources; developed and implemented a three-phase improvement program for the Americans with Disabilities Act (ADA) transportation service to reduce operating cost by 20 percent; downsized by identifying overlaps, redistributing workloads, automating functions, and implementing a new attendance tracking system; implemented strategies to address service reliability and on-time performance; and negotiated and implemented a new attendance program of the operating personnel to improve service reliability and operational efficiency.

MAIMI-DADE TRANSIT (MDT), Miami, Florida. May 1987 to May 1999

Assistant Director of Rail Services – 10 years

Deputy Director of Transit Operations – 2 years

The MDT is a countywide transit agency responsible for providing public transportation services (bus, rail, people mover, and paratransit operations) to citizens of Miami-Dade County. Mr. Martin managed and controlled a budget in excess of \$45 million and 450 employees; developed and implemented a performance indicator program to monitor and track key operational indicators and expenditures; conceptualized and initiated a comprehensive employee training program for all skilled and non-skilled classifications in the operating divisions; supervised operations, vehicle maintenance, track and guideway maintenance, facilities maintenance, security and system safety departments; and coordinated a multidisciplinary team to oversee the operational issues regarding the design and construction of the extension of the downtown people mover. Mr. Martin also served as the transportation liaison to Tri-Rail for the Miami-Dade Board of County Commissioners during the initial development of the commuter rail services in South Florida.

FIRST TRANSIT (FORMERLY RYDER/ATE MANAGEMENT AND SERVICE COMPANY). Vice President – Contract Management - January 1978 to May 1987

Oversaw daily operations and maintenance for three of the company's highest revenue generating management contracts.

NEW ORLEANS REGIONAL TRANSIT AUTHORITY (RTA), New Orleans, Louisiana. November 1984 to May 1987

General Manager – October 1984 to May 1987

Assistant General Manager – April 1984 to October 1984

Provided management oversight for the day-to-day operations and the transition of the transit agency from a private utility to a public service agency.

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY (BJCTA), Birmingham, Alabama. May 1981 to April 1984

General Manager/Chief Executive Officer – May 1981 to April 1984

Assistant General Manager – July 1980 to May 1981

Directed and managed the restoration of transit service after a three-month shutdown of transit operations due to funding issues and a lack of community support for public transportation.

GREATER RICHMOND TRANSIT COMPANY (GRTC), Richmond, Virginia. Director of Operations Planning - January 1978 to June 1980

Directed the transit company's planning and grants management program.

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC), Gainesville, Florida - Local Assistance & Mass Transit Planner - July 1974 to December 1977

Provided technical assistance to local member governments of the Regional Planning Council. Also, supervised the first transit development program for Gainesville/Alachua County and the eleven county Elderly and Handicapped Transportation Plan for the Regional Planning Council service area.

Education

FISK UNIVERSITY, MURP, Master's Degree in Urban & Regional Planning 1974
TENNESSEE STATE UNIVERSITY, BS, Business Administration 1973

Professional Affiliations

Transportation Research Board's Transportation Cooperative Research Program J-7 Panel Chair (2001-2008)
Member (2001 -2013)
American Public Transportation Association (APTA) Board of Directors (2005-2009), Regional Director
Conference of Minority Transportation Officials (COMTO) Board of Directors, (2008-2012), Member; Executive
Board member Secretary/Treasurer (2012-2014)
APTA Business Members Board of Governors, (2009-2013), Member

Community Affiliations

State of Florida- State University System (SUS) Board of Governors (FLBOG) (2006 -2012), Member, Chair of
Strategic Planning Committee (2009-2012)
Florida Polytechnic University, Board of Trustees (2012-2015), Vice Chair of Board of Trustees, Chair of the
Finance and Facilities Committee and Member of the Governance and Housing Committees

Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Negotiate and Execute A Lease Agreement with the East Central Florida Regional Planning Council (ECFRPC) for Office Space at LYNX Central Station (LCS)

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and subsequently execute a lease agreement with the East Central Florida Regional Planning Council (ECFRPC) for up to 4,596 square feet on the fourth floor of LYNX Central Station, which space is currently occupied by the Office of Congresswoman Corrine Brown.

BACKGROUND:

The East Central Florida Regional Planning Council (ECFRPC) contacted LYNX recently with an interest in leasing office space at LYNX Central Station (LCS) to be used for its operations. Following the initial discussions and tour of the LCS, it was concluded that the space currently occupied by Congresswoman Corrine Brown would become available at the beginning of the new year (or possibly sooner). LYNX executed a Lease with the Congresswoman in May, 2012, and its term would generally run concurrent with the term of the Congresswoman. The Congresswoman's space was initially 1,900 square feet, but has increased over time and currently measures 4,596 square feet. That space is "built out" and would not require any substantial improvements either by LYNX or the ECFRPC.

The terms of the lease proposed between LYNX and ECFRPC is for an initial term of five (5) years plus options. The rental rate would be \$15 per square foot for an initial two years with a three percent (3%) increase each year thereafter. The lease also includes three parking spaces in the Florida Department of Transportation (FDOT) vacant lot across from the LYNX Central Station (LCS). An additional ten (10) spaces will be subleased to the tenant in the CentroPlex Parking Garage managed by the City of Orlando at a cost to ECFRPC equal to what LYNX pays the City of Orlando for spaces in that Parking Garage. The lease calls for the commencement of

the first rent payment to begin no sooner than the eighth month following tenant move in. This allowance was acceptable to help offset the additional expenses the tenant will incur for parking outside of the FDOT parking facility. LYNX would have the right to cancel the lease on twelve (12) months' notice if LYNX needed the space for its operations. Similarly, ECFRPC has the right to cancel the lease on twelve (12) months' notice if it would lose its funding, go out of existence or otherwise encounter circumstances under which it would no longer be feasible to operate.

The ECFRPC also has agreed to accept the space in its "as is" condition. Therefore, LYNX will not incur any expenses for tenant improvements. In addition, there is no real estate commission due in this transaction.

Staff reviewed this matter with Mr. Chuck Mitchell a leasing consultant in order to consider the current market for leasing space in Downtown Orlando and in the LCS. Mr. Mitchell indicated taking into account lack of sufficient parking, no tenant improvements on the part of LYNX, no brokerage commission, and other matters, that this Lease arrangement is a transaction that LYNX should pursue.

The Lease with Congresswoman Brown expires by its terms in early January, and LYNX has had discussions with representatives of the Congresswoman to recapture that space before then. The Congresswoman is only maintaining a skeleton staff in the space. If the Congresswoman's space could not be recaptured early, LYNX would permit ECFRPC to occupy other vacant space on the fourth floor until the Congresswoman's space became available.

Staff has submitted its request to the Federal Transit Administration (FTA) to seek authorization to move forward with the lease.

FISCAL IMPACT:

LYNX staff included funding in the FY2017 Proposed Operating Budget in anticipation of continuous rental income. The base rent under this agreement will be \$15 per square foot with a 3% increase following the second year of the lease. The proposed office space leased revenue by year is as follows:

Office Space Lease	Space⁽¹⁾	Rate	Revenue⁽¹⁾
Year 1	4,596	\$15.00	\$68,940
Year 2	4,596	\$15.00	\$68,940
Year 3	4,596	\$15.45	\$71,008
Year 4	4,596	\$15.91	\$73,122
Year 5	4,596	\$16.39	\$75,328

(1) The space needs to be finely measured to determine the exact square footage, and whether the tenant desires to reduce the amount of space that is actually leased, and that will have an effect on the actual revenue.

Parking Rate Sublease	No. of Spaces	Rate⁽²⁾	Months	Revenue
Year 1	10	\$70	12	\$8,400
Year 2	10	\$70	12	\$8,400
Year 3	10	\$70	12	\$8,400
Year 4	10	\$70	12	\$8,400
Year 5	10	\$70	12	\$8,400

(2) This value may change based on City of Orlando parking rates.

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
LEONARD ANTMANN
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Dispose of Items Accumulated Through the Lost and Found Process

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: wallets, handbags, books, phones, keys, backpacks, etc.

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus assets. See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX' FY2016 non-operating revenue.

Lost and Found Articles

Article Description	Count of Article
Apron	6
Baby Stroller	3
Backpack	184
Bag	182
Bible	29
Bike	309
Books	50
Bus Pass	1
Cane	24
Card	155
Case	18
CD, DVD, Tape	6
Cellphone	534
Check/Checkbook	7
Clothing	60
Cooler	1
Electronic Device	113
Envelope	10
Folder/Binder	63
Footware	35
Glasses	268
Gloves	28
Hat	107
I.D.	410
Jacket/Hoodie	123
Jewelry	17
Keys	224
Luggage	7
Lunch Bag	41
Mail	4
Medication	24
Other (See Description)	160
Passport	3
Planner	5
Purse	31
Sweater/Sweatshirt	40
Thermos/Mug	19
Tools	4
Toy	10

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Umbrella	126
Wallet	371
Watch	13
Grand Total	3,825

Consent Agenda Item #6.D. viii

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
LEONARD ANTMANN
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: **Miscellaneous**
Authorization to Auction Surplus Equipment

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete items as identified on the following detailed lists.

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus assets. This year's auction is scheduled for October 2016. The following surplus items require authorization for retirement and disposal at the public auction:

Computer Equipment:

Surplus and Obsolete computer equipment, including, desktop computers, laptops, and monitors with a total net book value of \$0.

Furniture, Fixtures and Equipment:

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

Van Pool Vans and Support Vehicles:

Five (5) Van Pool Vans and three (3) Support Vehicles with a total net book value of \$6,995.

Revenue Vehicles and Components:

Twenty (20) revenue vehicles (buses, engines, transmissions,) with a total net book value of \$83,773.

Category Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$247,029	\$0
Furniture and Fixtures	\$165,688	\$0
Other Vehicles	\$174,332	\$6,995
Revenue Vehicles	\$3,633,637	\$83,773
GRAND TOTAL	\$4,220,686	\$90,768

FISCAL IMPACT:

The total net book value of the surplus items is \$90,768. The higher of the net book value or the net proceeds from this sale may be due to the Federal Transit Administration (FTA) in FY2017.

The three (3) vehicles with a net book value have all met the FTA mileage threshold for retirement. LYNX will be requesting to waive any due to FTA based on net book value. These vehicles would require major repairs to put them back in service. The two (2) buses would require repairs in the amount of \$14,800 each and \$10,000 for the van pool vehicle. LYNX vehicle maintenance has inspected these vehicles and feels strongly that doing these repairs would not be economically prudent based on the vehicles exceeding the mileage threshold.

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	DUE TO FTA
11010	7348	8/31/2006	CE	Server, PowerEdge 1950	5	\$5,772	\$0	\$0
9791	5886	11/8/2004	CE	Avaya C364T PWR 48 Ports Voice Infrastructure	5	\$5,495	\$0	\$0
12782	8965	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12783	8966	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12784	8967	9/30/2008	CE	TOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12785	8968	9/30/2008	CE	THOUGHBOOK LAPTOP	7	\$5,159	\$0	\$0
12786	8969	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12787	8970	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12788	8971	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12789	8972	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12790	8973	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
12791	8974	9/30/2008	CE	THOUGHBOOK LAPTOP	5	\$5,159	\$0	\$0
5469	2692	6/15/2000	CE	SURESTORE EXTERNAL TAPE DRIVE	5	\$4,073	\$0	\$0
6388	3236	2/21/2002	CE	Catalyst 3548XL	5	\$3,930	\$0	\$0
9084	4869	6/10/2005	CE	Dell Rack	5	\$3,921	\$0	\$0
8926	4716	2/23/2005	CE	Server-Dell PE 2850	5	\$3,016	\$0	\$0
12935	9085	2/8/2009	CE	Dell Computer	5	\$2,890	\$0	\$0
12936	9086	2/8/2009	CE	Dell Computer	5	\$2,890	\$0	\$0
12934	9084	2/8/2009	CE	Dell Computer	5	\$2,809	\$0	\$0
13642	9533	11/30/2010	CE	Watchguard XTM 510	5	\$2,472	\$0	\$0
8927	4717	2/23/2005	CE	Server-Dell PE 2850	5	\$2,254	\$0	\$0
8996	4827/7686	5/12/2005	CE	Computer - Dell Latitude D800/D830	5	\$1,996	\$0	\$0
8997	4828	5/12/2005	CE	Computer - Dell Latitude D800	5	\$1,996	\$0	\$0
9941	6991	3/31/2006	CE	Computer, Optiplex GX620	5	\$1,944	\$0	\$0
13363	9338	3/8/2010	CE	WatchGuard X750E	5	\$1,900	\$0	\$0

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9948	6998	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601	\$0	\$0
9950	7000	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601	\$0	\$0
9953	7003	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601	\$0	\$0
9954	7004	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601	\$0	\$0
9955	7005	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601	\$0	\$0
12938	9087	2/2/2009	CE	Dell Computer	5	\$1,590	\$0	\$0
12939	9088	2/2/2009	CE	Dell Computer	5	\$1,590	\$0	\$0
12940	9089	2/2/2009	CE	Dell Computer	5	\$1,590	\$0	\$0
12941	9090	2/2/2009	CE	Dell Computer	5	\$1,590	\$0	\$0
11541	7782	7/31/2007	CE	Dell Optiplex 745 Workstation	5	\$1,488	\$0	\$0
10908	7061	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10910	7063	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10914	7067	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10921	7074	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10923	7076	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10927	7080	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10934	7087	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
10935	7088	6/30/2006	CE	Computer, Dell GX620	5	\$1,484	\$0	\$0
12898	9048	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12899	9049	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12904	9054	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12908	9058	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12915	9065	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12919	9069	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12921	9071	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12924	9074	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12925	9075	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12926	9076	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0

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12927	9077	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12928	9078	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12929	9079	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12930	9080	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12931	9081	2/8/2009	CE	Dell OptiPlex 960	5	\$1,482	\$0	\$0
12385	8460	5/31/2008	CE	Dell Computer	5	\$1,438	\$0	\$0
13411	9403	8/23/2010	CE	Dell 960 Computer for Surveillance	5	\$1,415	\$0	\$0
13412	9404	8/23/2010	CE	Dell 960 Computer	5	\$1,415	\$0	\$0
11324	7593	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11335	7605	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11338	7608	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11339	7609	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11344	7614	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11347	7617	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11350	7620	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11361	7631	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336	\$0	\$0
11414	7703	5/31/2007	CE	Computer, Dell Optiplex 745 Minitower	5	\$1,319	\$0	\$0
13413	9405	8/23/2010	CE	Dell 960 Computer	5	\$1,286	\$0	\$0
13414	9406	8/23/2010	CE	Dell 960 Computer	5	\$1,286	\$0	\$0
13706	9613	3/23/2011	CE	Dell Optiplex 980	5	\$1,277	\$0	\$0
13707	9614	3/23/2011	CE	Dell Optiplex 980	5	\$1,277	\$0	\$0
12313	8062	3/31/2008	CE	Dell Optiplex 755	5	\$1,276	\$0	\$0
12317	8058	3/31/2008	CE	Dell Optiplex 755	5	\$1,276	\$0	\$0
13705	9612	3/23/2011	CE	Dell Optiplex 980	5	\$1,275	\$0	\$0
11555	7783	8/31/2007	CE	COMPUTER, DELL 745 OPTIPLEX WORKSTATION	5	\$1,242	\$0	\$0
11556	7784	8/31/2007	CE	COMPUTER, DELL 745 OPTIPLEX WORKSTATION	5	\$1,242	\$0	\$0

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11557	7785	8/31/2007	CE	COMPUTER, DELL 745 OPTIPLEX WORKSTATION	5	\$1,242	\$0	\$0
11558	7786	8/31/2007	CE	COMPUTER, DELL 745 OPTIPLEX WORKSTATION	5	\$1,242	\$0	\$0
12952	9091	3/19/2009	CE	Dell Computer	5	\$1,224	\$0	\$0
13300	9251	1/20/2010	CE	Dell Optiplex 960 Minitower	5	\$1,171	\$0	\$0
13681	9580	2/22/2011	CE	Dell optiplex 980	5	\$1,158	\$0	\$0
13682	9581	2/22/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13693	9600	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13694	9601	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13695	9602	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13696	9603	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13697	9604	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13698	9605	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13699	9606	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13700	9607	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13701	9608	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13702	9609	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13703	9610	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13704	9611	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13708	9615	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13709	9616	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13710	9617	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13711	9618	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13712	9619	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13713	9620	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13714	9621	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13715	9622	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13716	9623	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0

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13717	9624	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13718	9625	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13719	9626	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13720	9627	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13721	9628	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13722	9629	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13723	9630	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13724	9631	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13725	9632	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
13726	9633	3/23/2011	CE	Dell Optiplex 980	5	\$1,158	\$0	\$0
10950	7305	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
10952	7307	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
10955	7310	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
10975	7330	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
10979	7334	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
10981	7336	7/31/2006	CE	Computer, Dell GX620	5	\$1,148	\$0	\$0
9957	7007	3/31/2006	CE	Projector, Epson Powerlite 62C	5	\$1,117	\$0	\$0
9911	6954	2/28/2006	CE	Computer, OptiPlex GX520	5	\$1,085	\$0	\$0
9914	6957	2/28/2006	CE	Computer, OptiPlex GX520	5	\$1,085	\$0	\$0
8990	4821	5/2/2005	CE	Computer - Dell Optiplex GX280	5	\$1,012	\$0	\$0
13678	9583	2/7/2011	CE	Dell Tiny Desktop	5	\$967	\$0	\$0
13679	9584	2/7/2011	CE	Dell Tiny Desktop	5	\$967	\$0	\$0
13680	9574	2/7/2011	CE	Dell Tiny Desktop	5	\$967	\$0	\$0
8227	4038	9/10/2004	CE	Computer - Dell Optiplex GX280	5	\$906	\$0	\$0
8228	4039	9/10/2004	CE	Computer - Dell Optiplex GX280	5	\$906	\$0	\$0
13675	9575	1/7/2011	CE	Dell FX diskless terminal	5	\$874	\$0	\$0
13676	9576	1/7/2011	CE	Dell FX Diskless Terminal	5	\$874	\$0	\$0
12274	8366	11/30/2007	CE	Dell Power Supply 2200	5	\$853	\$0	\$0

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12275	8367	11/30/2007	CE	Dell Power Supply 2200	5	\$853	\$0	\$0
12276	8368	11/30/2007	CE	Dell Power Supply 2200	5	\$853	\$0	\$0
12277	8369	11/30/2007	CE	Dell Power Supply 2200	5	\$853	\$0	\$0
12278	8370	11/30/2007	CE	Dell Power Supply 2200	5	\$853	\$0	\$0
13837	9763	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
13838	9764	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
13839	9765	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
13840	9766	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
13841	9767	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
13844	9768	7/13/2011	CE	Dell Optiplex FX160	5	\$850	\$0	\$0
12984	9153	1/31/2009	CE	Dell Flat Screen Monitor	5	\$171	\$0	\$0
12792	8975	9/30/2008	CE	NVIDIA FORCE VIDEO CARD	5	\$148	\$0	\$0
				Subtotal - CE		\$247,029	\$0	\$0
7381	7-May	11/19/2002	FE	RoadRanger F350 SuperDuty '03	7	\$35,254	\$0	\$0
7382	8-May	11/19/2002	FE	RoadRanger F350 SuperDuty '03	7	\$35,254	\$0	\$0
9622	6750	9/15/2005	FE	Scrubber, Tennant Walk-Behind	5	\$10,455	\$0	\$0
6255	3014	10/31/2001	FE	LIFT-SCISSOR AIR/HYDRAULIC PLATFORM	3	\$9,304	\$0	\$0
6091	3558	7/31/2001	FE	FIREBOX-WATCHGUARD SECURITY SYSTEM	5	\$4,900	\$0	\$0
12090	8703	9/30/2007	FE	Self Powered Elliptical Machine - LOC Wellness Center	5	\$3,841	\$0	\$0
12093	8706	9/30/2007	FE	Treadmill & 2 Super Treadmat - LOC Wellness Center	5	\$3,433	\$0	\$0
11561	7789	8/31/2007	FE	ICE MACHINE/ICE BIN	5	\$2,762	\$0	\$0
7356	3762	5/22/2003	FE	Watchguard Firebox 700	5	\$1,645	\$0	\$0
11423	7715	6/30/2007	FE	Workstation, Dell 745 Optiplex Minitower	5	\$1,261	\$0	\$0
12743	8867	9/30/2008	FE	Laptop	5	\$1,140	\$0	\$0
9929	7046	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0

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9930	7047	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9931	7048	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9932	7049	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9933	7050	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9934	7051	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9935	7052	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
9936	7053	2/28/2006	FE	Lightbar, 60" 8 Strobe (Road Ranger)	5	\$1,079	\$0	\$0
4363	1317	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4365	1323	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4366	1331	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4367	1318	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4368	1320	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4369	1316	8/21/1998	FE	4 DRAWER LATERAL FILE CABINET	5	\$883	\$0	\$0
4370	1312	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4371	1307	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4372	1332	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4373	1324	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4374	1319	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4375	1309	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4376	1321	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4377	1326	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4378	1265	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4379	1305	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4380	1267	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4381	1285	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4383	1273	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4385	1275	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0

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4386	1277	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4387	1271	8/21/1998	FE	FILE CABINET- 4 DRAWER LATERAL	5	\$883	\$0	\$0
4389	1269	8/21/1998	FE	FILE CABINET- 4 DRAWER LATERAL	5	\$883	\$0	\$0
4392	1249	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4393	1255	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4394	1253	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4395	1247	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4396	1251	8/21/1998	FE	FILE CABINET- 4 DRAWER LATERAL	5	\$883	\$0	\$0
4397	1257	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4398	1259	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4400	1333	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4402	1288	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4403	1306	8/21/1998	FE	FILE CABINET- 4 DRAWER LATERAL	5	\$883	\$0	\$0
4404	1313	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4364	1294	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4382	1303	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4384	1283	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4388	1263	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4390	1292	8/21/1998	FE	FILE CABINET- 4 DRAWER LATERAL	5	\$883	\$0	\$0
4391	1290	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4399	1335	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
4401	1261	8/21/1998	FE	FILE CABINET-4 DRAWER LATERAL	5	\$883	\$0	\$0
9167	4970	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9168	4971	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9170	4973	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9171	4974	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9172	4975	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0

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9173	4976	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9174	4977	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
9175	4978	7/28/2005	FE	SWITCHED RACK 8- OUTLET PDU 120V	5	\$332	\$0	\$0
4482	1337	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4487	2347	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4491	2341	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4493	2350	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4494	1349	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4521	2356	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4522	2357	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4542	2371	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4543	2372	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4544	2373	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4546	2375	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4552	2380	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4557	2385	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4558	2386	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4559	2387	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4560	2388	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4561	2389	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4565	2392	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4567	2391	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4568	2348	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4569	2340	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4110	1023	12/11/1997	FE	FILE, LAT, 4-DR, GREY	5	\$301	\$0	\$0
4111	1022	12/11/1997	FE	FILE, LAT, 4-DR, GREY	5	\$301	\$0	\$0
				Subtotal - FE		\$165,688	\$0	\$0
12557	28606	1/31/2008	OV	Ford Econoline Van	4	\$40,714	\$0	\$0

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8532	12-May	12/23/2004	OV	Truck-Ford F350 2005	5	\$40,196	\$0	\$0
14694	35745	9/30/2012	OV	2012 Ford E350 Van 10 Passenger	5	\$29,979	\$6,995	\$6,995
11188	26295	9/30/2006	OV	Van, 2006 Ford E-350 12Passenger	4	\$26,325	\$0	\$0
9025	24284	5/16/2005	OV	Van - 2005 Dodge Caravan	4	\$18,569	\$0	\$0
9151	24435	6/16/2005	OV	Van - 2005 Dodge Grand Caravan	4	\$18,549	\$0	\$0
				Subtotal - OV		\$174,332	\$6,995	\$6,995
12649	656	9/30/2008	RV	40'x102-SSTL-LF-G27D102N4 Gillig Bus	9	\$319,266	\$41,886	\$41,886
12655	658	9/30/2008	RV	40'x102-SSTL-LF-G27D102N4 Gillig Bus	9	\$319,266	\$41,886	\$41,886
12454	807	11/30/2007	RV	40' LF BRT Suburban G27D102N4 Gillig Bus	9	\$313,981	\$0	\$0
11052	576	9/30/2006	RV	40' BRT - G29D102N4 Gillig Bus	9	\$289,624	\$0	\$0
11116	590	9/30/2006	RV	40' BRT - G29D102N4 Gillig Bus	9	\$289,624	\$0	\$0
9670	562	9/30/2005	RV	PHANTOM-C29D102N4 Gillig Bus	9	\$253,627	\$0	\$0
9674	566	9/30/2005	RV	PHANTOM-C29D102N4 Gillig Bus	9	\$253,127	\$0	\$0
9675	567	9/30/2005	RV	PHANTOM-C29D102N4 Gillig Bus	9	\$253,127	\$0	\$0
9677	569	9/30/2005	RV	PHANTOM-C29D102N4 Gillig Bus	9	\$253,127	\$0	\$0
13449	NC-5266	9/29/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13450	NC-5259	9/29/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13451	NC-5260	9/29/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13455	NC-5265	9/29/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13341	NC-5192	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13343	NC-5194	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13344	NC-5195	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13348	NC-5199	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13353	NC-5205	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13358	NC-5189	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13361	NC-5208	3/4/2010	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
12650	656A	9/30/2008	RV	CUMMINS ISL 8.3L 280HP ENGINE	9	\$22,976	\$0	\$0

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12656	658A	9/30/2008	RV	CUMMINS ISL 8.3L 280HP ENGINE	9	\$22,976	\$0	\$0
12455	807A	11/30/2007	RV	CUMMINS ISL 8.3L 280HP ENGINE	5	\$22,976	\$0	\$0
11053	576A	9/30/2006	RV	Engine, Gillig Bus low floor	5	\$21,800	\$0	\$0
11117	590A	9/30/2006	RV	Engine, Gillig Bus	5	\$21,800	\$0	\$0
9682	562A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	\$18,148	\$0	\$0
9686	566A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	\$18,148	\$0	\$0
9687	567A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	\$18,148	\$0	\$0
9689	569A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	\$18,148	\$0	\$0
12651	656B	9/30/2008	RV	ZF 594C AUTOMATIC TRANS	9	\$17,247	\$0	\$0
12657	658B	9/30/2008	RV	ZF 594C AUTOMATIC TRANS	9	\$17,247	\$0	\$0
12456	807B	11/30/2007	RV	ZF 594C AUTOMATIC TRANS	5	\$17,247	\$0	\$0
9694	562B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	\$16,059	\$0	\$0
9698	566B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	\$16,059	\$0	\$0
9701	569B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	\$16,059	\$0	\$0
13083	567BB	12/20/2008	RV	Transmission	5	\$9,900	\$0	\$0
11054	576B	9/30/2006	RV	Transmission, Bus low floor	5	\$7,153	\$0	\$0
11118	590B	9/30/2006	RV	Transmission, Gillig Bus	5	\$7,153	\$0	\$0
11055	576R	8/31/2006	VP	Bike Rack, Gillig low floor Bus	5	\$806	\$0	\$0
Subtotal - RV						\$3,633,637	\$83,773	\$83,773
Grand Totals						\$4220,686	\$90,768	\$90,768

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Amendment to LYNX' FY2016 Operating and Capital Budgets

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2016 Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

The table below and corresponding bullets provide detailed information on the items comprising the operating budget amendment request:

FY2016 Operating Budget Amendment					
Revenue	FY2016 Amended Budget	Avalon Park School Connector	State Road 436 Transit Study	Reclassifications	FY2016 Amended Budget Total
Fund Balance	\$ 571,571	\$ -	\$ -	\$ -	\$ 571,571
LYNX-Generated Revenue	37,397,252	32,916	-	-	37,430,168
Federal Revenue	16,226,716	-	-	-	16,226,716
State Revenue	14,192,353	-	175,000	-	14,367,353
Local Revenue	58,919,081	-	1,095,000	-	60,014,081
Total Revenue	\$ 127,306,973	\$ 32,916	\$ 1,270,000	\$ -	\$ 128,609,889
Expense					
Salaries/Wages/Fringes	\$ 73,270,554	\$ 32,916	\$ -	\$ -	\$ 73,303,470
Other Services	10,962,728	-	1,270,000	-	12,232,728
Fuel	13,569,071	-	-	-	13,569,071
Materials & Supplies	8,284,043	-	-	-	8,284,043
Utilities	1,454,571	-	-	-	1,454,571
Casualty & Liability	1,524,850	-	-	(20,000)	1,504,850
Taxes & Tags	434,605	-	-	20,000	454,605
Purchased Transportation	16,494,772	-	-	-	16,494,772
Miscellaneous	826,779	-	-	(124,277)	702,502
Interest & Leases	485,000	-	-	124,277	609,277
Total Operating Expenses	\$ 127,306,973	\$ 32,916	\$ 1,270,000	\$ -	\$ 128,609,889

Avalon Park School Connector – At the May 26, 2016 Board Meeting, the Board approved an amendment for LYNX to enter into a Charter School Bus Service Agreement with the Econ River High School – Greater Orlando Campus in a not-to exceed amount of \$175,078 for bus service in East Orange County to serve their campus. The agreement is fully funded by Sunshine Charter School and is for a period of forty-one (41) weeks from commencement through September 30, 2017. The total portion pertaining to FY2016 is \$32,916 for thirty-four (34) school days. LYNX staff will amend the FY2016 Amended Operating Budget accordingly.

State Road 436 Transit Study - At the May 26, 2016 Board Meeting, the Board approved authorization to release a Request for Proposal (RFP) for a State Road (SR) 436 Corridor Study in an estimated amount of \$1,270,000 and to amend the Operating Budget, accordingly. The primary focus of the study is a 22 mile segment of SR 436 from the Orlando International Airport in Orange County, FL to SR 434 in Seminole County, FL. The study seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The funding will be provided by jurisdictions as listed in the table below:

<u>Jurisdiction</u>	<u>Amount</u>
City of Orlando	450,000
Orange County	190,000
Seminole County	455,000
FDOT	175,000
	<u><u>1,270,000</u></u>

Reclassifications – The following items are being reclassified:

- Interest Expense - \$124,277 is being reclassified from Miscellaneous to Interest & Leases
- Vehicle Licenses & Tags - \$20,000 is being reclassified from Casualty & Liability Insurance to Taxes & Tags

The following table summarizes the adjustments mentioned above and formally amends the FY2016 Amended Operating Budget from \$127,306,973 to \$128,609,889 as follows:

FY2016 Amended Operating Budget

Operating Revenues	FY2016 Amended Budget March		FY2016 Amended Budget
	2016	Revisions	September 2016
Fund Balance	\$ 571,571	\$ -	\$ 571,571
LYNX-Generated Revenue	37,397,252	32,916	37,430,168
Federal Revenue	16,226,716	-	16,226,716
State Revenue	14,192,353	175,000	14,367,353
Local Revenue	58,919,081	1,095,000	60,014,081
Total Revenue	\$ 127,306,973	\$ 1,302,916	\$ 128,609,889

These funds are programmed to fund the following types of expenses:

Operating Expenses	FY2016 Amended Budget March		FY2016 Amended Budget
	2016	Revisions	September 2016
Salaries/Wages/Fringes	\$ 73,270,554	\$ 32,916	\$ 73,303,470
Other Services	10,962,728	1,270,000	12,232,728
Fuel	13,569,071	-	13,569,071
Materials & Supplies	8,284,043	-	8,284,043
Utilities	1,454,571	-	1,454,571
Casualty & Liability	1,524,850	(20,000)	1,504,850
Taxes & Tags	434,605	20,000	454,605
Purchased Transportation	16,494,772	-	16,494,772
Miscellaneous	826,779	(124,277)	702,502
Interest & Leases	485,000	124,277	609,277
Total Operating Expenses	\$ 127,306,973	\$ 1,302,916	\$ 128,609,889

The table below and corresponding bullets provide detailed information on the items comprising the capital budget amendment request:

FY2016 Capital Budget Amendment									
Revenue	FY2016 Amended Budget	Paratransit Replacement Vehicle	Compressed Natural Gas Facility Improvements	Parramore BRT - OUC JPA	Parramore BRT - Project "C"	East/West BRT Improvement Project	No-Petro Vacant Land Purchase	Road Rangers	FY2016 Amended Budget Total
Federal Revenue	\$ 84,762,480	\$ (96,334)	\$ (2,890,599)	\$ -	\$ -	\$ 83,200	\$ 1,300,000	\$ -	\$ 83,158,747
State Revenue	429,256	48,167		-	-	-	-	71,165	548,588
Local Revenue	6,342,569	48,167	2,705,733	8,374	327,912	20,800	-	-	9,453,555
Reserves	200,000	-	-	-	-	-	-	-	200,000
Total Revenue	\$ 91,734,305	\$ -	\$ (184,866)	\$ 8,374	\$ 327,912	\$ 104,000	\$ 1,300,000	\$ 71,165	\$ 93,360,890
Expense									
Revenue Vehicles	\$ 52,355,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 52,359,593
BRT	13,083,894	-		8,374	327,912	104,000	-	-	13,524,180
Facilities	5,622,656	-	(184,866)	-	-	-	1,300,000	-	6,737,790
Passenger Amenities	9,777,044	-	-	-	-	-	-	-	9,777,044
Technology	5,542,331	-	-	-	-	-	-	-	5,542,331
Security	591,600	-	-	-	-	-	-	-	591,600
Support Equipment	4,761,187	-	-	-	-	-	-	67,165	4,828,352
Total Operating Expenses	\$ 91,734,305	\$ -	\$ (184,866)	\$ 8,374	\$ 327,912	\$ 104,000	\$ 1,300,000	\$ 71,165	\$ 93,360,890

Paratransit Replacement Vehicle – At the April 14, 2016 Board meeting, the Board authorized a purchase order in the amount of \$481,674 for six (6) paratransit replacement vehicles. In addition, the Board approved an amendment for a 10% local match in the amount of \$48,167 from the \$2 Local Capital Funding and 10% State funding from FDOT. As such, \$93,334 is being transferred from Federal funds to local and state. The funding for these vehicles will be 80% federal, 10% FDOT, and 10% local \$2 capital contributions as follows:

Funding Sources	Funding Amounts
Federal – 80%	\$385,340
State - 10%	48,167
Local \$2 Capital -10%	48,167
Total	\$481,674

Compressed Natural Gas (CNG) Facility Improvements – At the May 26, 2016 Board meeting, the Board authorized the use of available \$2 Capital Contribution for the CNG facility improvements in an amount not-to-exceed \$2,625,733 and \$80,000 for engineer oversight. On December 21, 2015, FTA notified LYNX staff that the sale proceeds from the South Street facility could not be used to fund the CNG improvements. As such, LYNX staff amended the FY2016 Amended Capital Budget to reflect the \$2,705,733 change in funding source from Federal to Local.

LYMMO Lime Line - Orlando Utilities Commission (OUC) Electrical Upgrades – At the April 14, 2014 Board meeting, the Board authorized an amendment to the Joint Project Agreement with OUC in the amount of \$8,374 to support the change order for electrical upgrades that exceeded the available contingency funding. As such, LYNX staff amended the

FY2016 Amended Capital Budget increasing the OUC funding for the LYMMO Lime line BRT from \$1,227,814 to \$1,236,188.

Parramore BRT – Project “C” - At the May 26, 2016 Board meeting, the Board approved an amendment for modifications to Balfour Beatty Construction Contract 14-C26 for the Parramore BRT Project, creating Project C – City of Orlando additional scope in the amount of \$327,912. This modification is being funded with local funds from the City of Orlando.

East/West BRT Project – At the September 22, 2016 Board meeting, LYNX staff will be seeking authorization from the Board for approval to amend the existing Interlocal agreement between LYNX and the City of Orlando to provide an additional cash match for improvements to two intersections on the Grapefruit Line. The estimated cost of these improvements are \$104,000 with a required local match of \$20,800 and federal funding in the amount of \$83,200.

No-Petro Vacant Land Purchase – At the July 28, 2016 Board meeting, the Board approved authorization to enter into a contract with NoPetro to purchase approximately six (6) acres of vacant land adjacent to both NoPetro’s CNG Fueling Facility and the LYNX Maintenance Facility in an amount not-to-exceed of \$1,300,000, contingent upon securing federal funding to support the land acquisition.

Road Ranger Assistance Program Contract Modification – At the January 28, 2016 Board meeting, the Board authorized modification of Contract #BDV 03 - Amendment #2 with the Florida Department of Transportation (FDOT) to increase contract funding by \$133,880. LYNX staff is amending the Capital for \$76,165. The remaining \$57,715 was previously factored into the FY2016 Adopted Operating Budget.

The following table summarizes the adjustments related to FY2016 Amended Capital Budget as follows:

FY2016 Amended Capital Budget

Capital Contributions	FY2016 Amended Budget		FY2016 Amended Budget
	April 2016	Revisions	September 2016
Federal Contributions	\$ 84,762,480	\$ (1,603,733)	\$ 83,158,747
State Contributions	429,256	119,332	548,588
Local Contributions	6,342,569	3,110,986	9,453,555
Reserves	200,000	-	200,000
Total	\$ 91,734,305	\$ 1,626,585	\$ 93,360,890

These funds are programmed to fund the following types of expenditures:

<u>Capital Expenditures</u>	FY2016		FY2016 Amended
	Amended Budget	Revisions	Budget
	April 2016		September 2016
Revenue Vehicles	\$ 52,355,593	\$ 4,000	\$ 52,359,593
BRT	13,083,894	440,286	13,524,180
Facilities	5,622,656	1,115,134	6,737,790
Passenger Amenities	9,777,044	-	9,777,044
Technology	5,542,331	-	5,542,331
Security	591,600	-	591,600
Support Equipment	4,761,187	67,165	4,828,352
Total	\$ 91,734,305	\$ 1,626,585	\$ 93,360,890

FISCAL IMPACT:

The FY2016 Amended Operating and Capital Budgets totals \$221,970,779. The FY2016 Amended Operating Budget will increase from \$127,306,973 to \$128,609,889. The FY2016 Amended Capital Budget will increase from \$91,734,305 to 93,360,890.

FY2016 Amended Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Blanche W. Sherman, CPA
Director of Finance
September 22, 2016

FY2016 Operating Budget Overview



	FY2016 Amended Budget April 2016	FY2016 Amended Budget September 2016	% Change
Operating Revenue	\$ 127,306,973	\$ 128,609,889	1.0%
Operating Expenses	127,306,973	128,609,889	1.0%
Operating Income/(Deficit)	\$ -	\$ -	0.0%

Key Operating Budget Amendment Basis



- Avalon Park School Connector - an agreement with Sunshine High School for bus service in East Orange County to serve their Campus
- State Road (SR) 436 Corridor Study – evaluation of various transportation alternatives to enhance transit services along SR 436 from the Orlando International Airport in Orange County, FL to SR 434 in Seminole County
- Reclassifications:
 - Interest Expense – reclassification from miscellaneous expense to interest & leases
 - Vehicle License & Tags – reclassification from casualty & liability insurance to taxes & tags

FY2016 Operating Revenue



	FY2016 Amended Budget April 2016	FY2016 Amended Budget September 2016	% Change
Operating Revenues			
Fund Balance	\$ 571,571	\$ 571,571	0.0%
Customer Fares	29,456,134	29,459,808	0.0%
Contract Services	5,398,265	5,427,507	0.5%
Advertising on Buses	2,050,000	2,050,000	0.0%
Advertising - Trade	30,000	30,000	0.0%
Interest & Other Income	462,853	462,853	0.0%
Federal Revenue	16,226,716	16,226,716	0.0%
State Revenue	14,192,353	14,367,353	1.2%
Local Revenue	58,919,081	60,014,081	1.8%
Total Revenue	\$ 127,306,973	\$ 128,609,889	1.0%

FY2016 Operating Expenses



	FY2016 Amended Budget April 2016	FY2016 Amended Budget September 2016	% Change
Operating Expenses			
Salaries/Wages/Fringes	\$ 73,270,554	\$ 73,303,470	0.0%
Other Services	10,962,728	12,232,728	10.4%
Fuel	13,569,071	13,569,071	0.0%
Materials & Supplies	8,284,043	8,284,043	0.0%
Utilities	1,454,571	1,454,571	0.0%
Casualty & Liability	1,524,850	1,504,850	-1.3%
Taxes & Tags	434,605	454,605	4.4%
Purchased Transportation	16,494,772	16,494,772	0.0%
Miscellaneous	826,779	702,502	-17.7%
Interest & Leases	485,000	609,277	20.4%
Total Operating Expenses	\$ 127,306,973	\$ 128,609,889	1.0%

Key Capital Budget Amendment

- Transfer of funds from federal to local and state for Paratransit Replacement Vehicles - 10% local match from \$2 capital funding and 10% state funding from FDOT
- Change of funding source from federal funds to use of \$2 capital contribution for Compressed Natural Gas (CNG) Facility Improvements and Engineer Oversight
- LYMMO Lime line Orlando Utilities Commission electrical upgrade
- Parramore BRT Project “C” modifications to LYMMO Lime line Balfour Beatty Construction Contract with local funding from the City of Orlando

Key Capital Budget Amendment

- Amendment to the existing Interlocal agreement between LYNX and the City of Orlando East/West BRT project to provide an additional local match (20%) and federal funding (80%) for improvements to two intersections on the Grapefruit Line
- Purchase of approximately six (6) acres of vacant land adjacent to both NoPetro's CNG Fueling Facility and the LYNX Maintenance Facility, contingent upon securing federal funding to support the land acquisition
- Florida Department of Transportation contract modification to increase funding for the Road Ranger Assistance Program

FY2016 Capital Budget Overview



	FY2016 Amended Budget April 2016	FY2016 Amended Budget September 2016	% Change
Capital Contributions	\$ 91,734,305	\$ 93,360,890	1.8%
Capital Expenditures	91,734,305	93,360,890	1.8%
Capital Gains/(Losses)	\$ -	\$ -	N/A

FY2016 Capital Budget Contributions



<u>Capital Contributions</u>	FY2016 Amended Budget		FY2016 Amended Budget
	April 2016	Revisions	September 2016
Federal Contributions	\$ 84,762,480	\$ (1,603,733)	\$ 83,158,747
State Contributions	429,256	119,332	548,588
Local Contributions	6,342,569	3,110,986	9,453,555
Reserves	200,000	-	200,000
Total	\$ 91,734,305	\$ 1,626,585	\$ 93,360,890

FY2016 Capital Expenditures



<u>Capital Expenditures</u>	FY2016		FY2016 Amended
	Amended Budget		Budget
	April 2016	Revisions	September 2016
Revenue Vehicles	\$ 52,355,593	\$ 4,000	\$ 52,359,593
BRT	13,083,894	440,286	13,524,180
Facilities	5,622,656	1,115,134	6,737,790
Passenger Amenities	9,777,044	-	9,777,044
Technology	5,542,331	-	5,542,331
Security	591,600	-	591,600
Support Equipment	4,761,187	67,165	4,828,352
Total	\$ 91,734,305	\$ 1,626,585	\$ 93,360,890

Board Action Requested



LYNX staff is asking for approval of the amended FY2016 operating and capital budgets.

	FY2016 Amended Budget April 2016	FY2016 Amended Budget September 2016	% Change
Operating	\$ 127,306,973	\$ 128,609,889	1.0%
Capital	91,734,305	93,360,890	1.8%
Total	\$ 219,041,278	\$ 221,970,779	1.3%

Action Agenda Item #7.B

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Adopt Fiscal Year 2017 Operating and Capital Budgets

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2017 Operating and Capital Budgets.

BACKGROUND:

At the April 14, 2016 Board meeting, staff presented the preliminary FY2017 Operating Budget in the amount of \$129,927,962 to the Board of Directors. Since then, presentations have been made and/or information has been provided to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has decreased the FY2017 Operating Budget by .18%.

Final approval from the funding partners regarding their proposed funding levels of service is needed. If the final approved funding levels are different than expected, we will adjust our budget accordingly.

OVERVIEW:

Budget Highlights

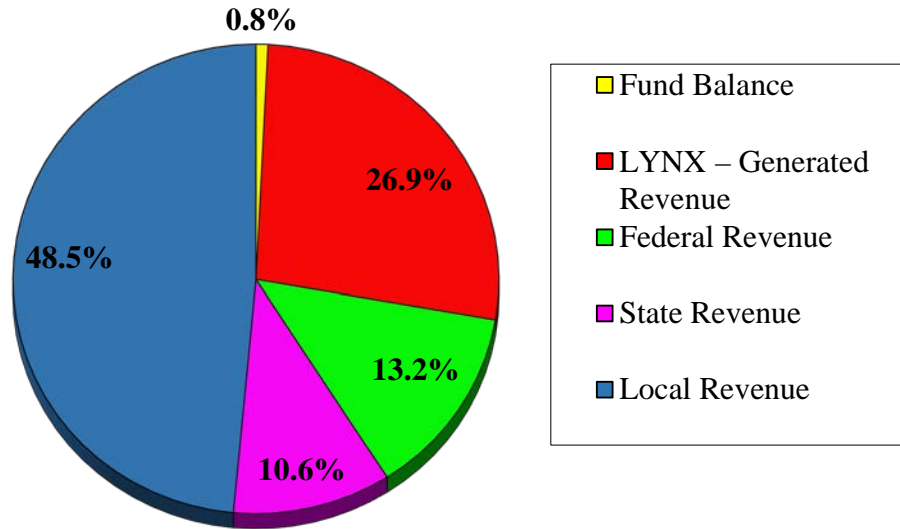
The FY2017 proposed budget totals \$206,045,005, of which \$129,700,062 represents operating expenses and \$76,448,943 represents capital expenditures. This is a net decrease in the total budget of \$15,821,774 or 7.1% from the FY2016 Amended Budget.

Operating Budget

The proposed Operating Budget for FY2017 is \$129,700,062, which is an increase of \$1,090,173 or .8% from the FY2016 Amended Operating Budget.

The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state, and local dollars. These funds are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:

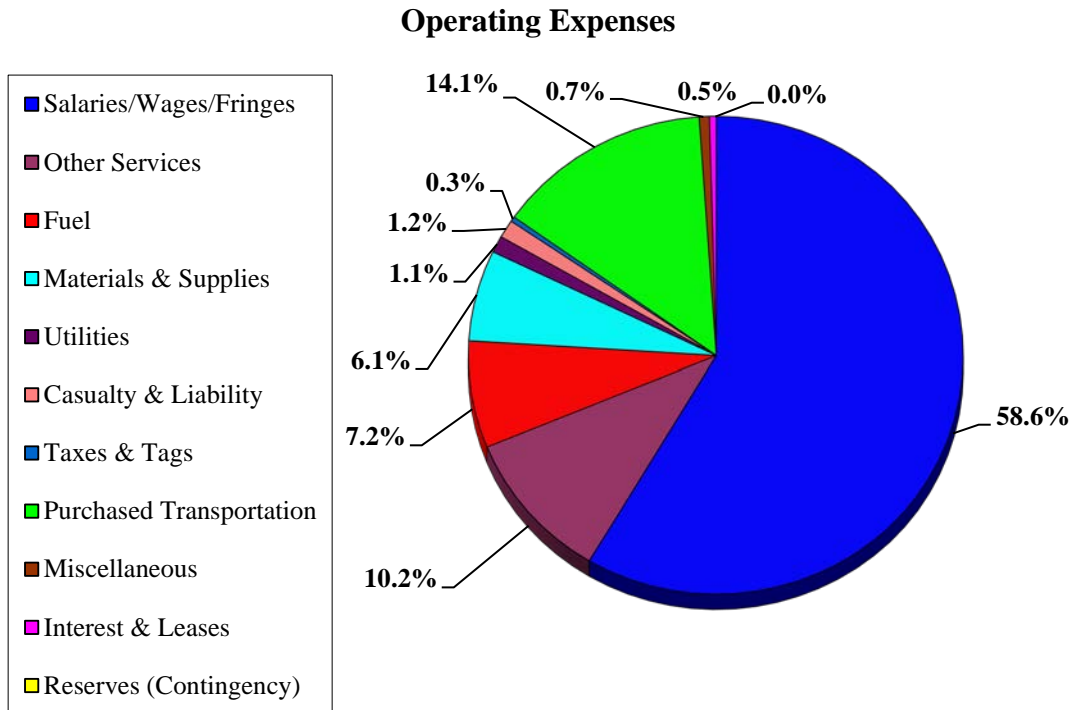
Operating Revenue



TOTAL OPERATING REVENUES - \$129,700,062

<u>Revenue:</u>	<u>FY2017 Operating Revenue</u>
Fund Balance	\$ 1,023,348
LYNX-Generated Revenue	34,953,028
Federal Revenue	17,098,651
State Revenue	13,704,285
Local Revenue	62,920,750
Total Revenue	\$ 129,700,062

These funds are programmed to fund the following expenses:



TOTAL OPERATING EXPENSES - \$129,700,062

<u>Expense</u>	<u>FY2017 Operating Expense</u>
Salaries/Wages/Fringes	\$ 75,960,271
Other Services	13,251,111
Fuel	9,329,958
Materials & Supplies	7,973,395
Utilities	1,475,080
Casualty & Liability	1,583,631
Taxes & Tags	436,843
Purchased Transportation	18,251,224
Miscellaneous	854,476
Interest & Leases	584,073
Total Operating Expenses	\$ 129,700,062

Capital Budget

The proposed Capital Budget for FY2017 is \$76,448,943, which is a decrease of \$16,911,947 or approximately 18.1% less than the FY2016 Amended Capital Budget. The decrease in the capital budget from the FY2016 Amended Capital Budget results from a decrease in Paratransit vehicle replacements, Parramore BRT and the completion of construction modifications to the CNG bus facility.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 94.55% is funded through federal grants, 1.06% is funded through state grants, and the remaining 4.39% through local funds. The local contribution from the funding partners covers the capital bus lease, paratransit vehicles and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

Federal	\$72,285,020
State	807,945
Local	3,355,978
Total	<u>\$76,448,943</u>

The table below identifies capital expenditures by program:

Capital Program		FY2017 Requests
1)	Vehicles	\$ 47,579,820
2)	BRT	3,087,566
3)	Facilities	3,593,638
4)	Passenger Amenities / Related Enhancements	12,260,505
5)	Technology	5,084,293
6)	Security	796,063
7)	Support Equipment	4,047,058
	Total	<u>\$76,448,943</u>

Notes:

- 1) Vehicles include expansion and replacement vehicles for fixed-route, vanpool, and paratransit services and support vehicles.
- 2) BRT includes the Orange and Lime LYMMO line capital activities, as well as, the FlexBus project.
- 3) Facilities include funds for LCS, LOC, Osceola and LB McLeod improvements.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.

LYNX Board Agenda

- 5) Technology includes items to improve communication and information delivery such as network improvements, servers, software upgrades and real time information.
- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as mobile ticketing, fare payment on board validators, health and wellness equipment, shop tools, furniture, and radios.

FISCAL IMPACT:

The budget will be financed from operating revenues and assistance from federal, state, and local governments. No funds will be committed to the Operating and Capital Programs unless they are budgeted and fully funded by federal, state, and local sources.

FY2017 Proposed Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Blanche W. Sherman, CPA
Director of Finance
September 22, 2016

Key Budget Assumptions - Overall

- FY2017 Funding based on the adopted LYNX Funding Model
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate

Key Budget Assumptions - Revenue

- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board
- Maximize use of Anticipated Advertising Revenue

Key Budget Assumptions - Expenses

- Salary increases consistent with Funding Partners
- Anticipated impact of a new Union contract
- Continuation of Fuel Hedging Program, as appropriate
- Impact of conversion to Compressed Natural Gas (CNG)
- Impacts of converting to Self-Insured Health Insurance Program
- Continued application of reductions based on LYNX ownership of Paratransit vehicles
- Continuation of Bio-diesel Program, as appropriate

Pending Items

- Implementation of Funding Partner approved COA Recommendations
- Impacts of SunRail Phase 2 (South & North) expansion



FY2017 Operating Budget Overview

	FY2016 Amended Budget	FY2017 Proposed Budget	% Change
Operating Revenue	\$ 128,609,889	\$ 129,700,062	0.8%
Operating Expenses	128,609,889	129,700,062	0.8%
Operating Income/(Deficit)	\$ -	\$ -	N/A

FY2017 Operating Revenue



	FY2017 Proposed Budget	FY2016 Amended Budget	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance	\$ 1,023,348	\$ 571,571	\$ 451,777	79.0%
Customer Fares	26,167,535	29,459,808	(3,292,273)	-11.2%
Contract Services	5,742,153	5,427,507	314,646	5.8%
Advertising on Buses	2,332,134	2,050,000	282,134	13.8%
Advertising - Trade	30,000	30,000	-	0.0%
Interest & Other Income	681,206	462,853	218,353	47.2%
Federal Revenue	17,098,651	16,226,716	871,935	5.4%
State Revenue	13,704,285	14,367,353	(663,068)	-4.6%
Local Revenue	62,920,750	60,014,081	2,906,669	4.8%
Total Revenue	\$ 129,700,062	\$ 128,609,889	\$ 1,090,173	0.8%

FY2017 Operating Expenses



	FY2017 Proposed Budget	FY2016 Amended Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 75,960,271	\$ 73,303,470	\$ 2,656,801	3.6%
Other Services	13,251,111	12,232,728	1,018,383	8.3%
Fuel	9,329,958	13,569,071	(4,239,113)	-31.2%
Materials & Supplies	7,973,395	8,284,043	(310,648)	-3.7%
Utilities	1,475,080	1,454,571	20,509	1.4%
Casualty & Liability	1,583,631	1,504,850	78,781	5.2%
Taxes & Tags	436,843	454,605	(17,762)	-3.9%
Purchased Transportation	18,251,224	16,494,772	1,756,452	10.6%
Miscellaneous	854,476	702,502	151,974	21.6%
Interest & Leases	584,073	609,277	(25,204)	-4.1%
Total Operating Expenses	\$ 129,700,062	\$ 128,609,889	\$ 1,090,173	0.8%



FY2017 Local Revenue by Jurisdiction

FY2017 Preliminary Local Funding				
	Amended Local Funding FY2016	Preliminary Regional Model Need for FY2017 **	Dollar Change	Percentage Change
Orange County	\$ 39,920,495 *	\$ 41,805,229 **	\$ 1,884,734	4.72%
Osceola County	6,393,683 *	6,889,938 **	496,255	7.76%
Seminole County	6,630,067	7,004,157 **	374,090	5.64%
City of Orlando	4,496,660 *	4,542,603 **	45,943	1.02%
City of Orlando - LYMMO	2,305,411	2,200,910	(104,501)	-4.53%
Subtotal	\$ 59,746,316	\$ 62,442,837	\$ 2,696,521	4.51%
St. Cloud	\$ -	\$ -	\$ -	0.00%
Altamonte Springs	120,900	120,900	-	0.00%
Sanford	93,000	93,000	-	0.00%
Lake County	259,990	264,013	4,023	1.55%
Subtotal	\$ 473,890	\$ 477,913	\$ 4,023	0.85%
Capital Contributions:				
Orange County	\$ 1,701,304	\$ 1,698,160	\$ (3,144)	-0.18%
Osceola County	203,270	198,914	(4,356)	-2.14%
Seminole County	214,016	215,822	1,806	0.84%
Subtotal	\$ 2,118,590	\$ 2,112,896	\$ (5,694)	-0.27%
Total Local Funds	\$ 62,338,796	\$ 65,033,646	\$ 2,694,850	4.32%

* Includes prepaid funding from Osceola County, City of Orlando, and Orange County for new Service Development
 ** The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397, plus the funding for SR 436 Transit Corridor Study.

Key Capital Budget Assumptions

- Enhance LYNX facilities
- Advanced Fare Collection – Mobile Ticketing
- Fleet to support all service modes
- Continue LYMMO expansion activities
- Passenger Amenities Program improvements
- Continuation of security and surveillance
- Advance communications and technological capabilities

FY2017 Capital Budget Overview

	FY2016 Amended Budget	FY2017 Proposed Budget	% Change
Capital Contributions	\$ 93,360,890	\$ 76,448,943	-18.1%
Capital Expenditures	93,360,890	76,448,943	-18.1%
Capital Gains/(Losses)	\$ -	\$ -	N/A



FY2017 Capital Budget Contributions

<u>Capital Contributions</u>	<u>FY2017 Proposed Budget</u>	<u>FY2016 Amended Budget</u>	<u>Dollar Amount Change</u>	<u>% Change</u>
Federal Contributions	\$ 72,285,020	\$ 83,158,747	\$ (10,873,727)	-13.1%
State Contributions	807,945	548,588	259,357	47.3%
Local Contributions	3,355,978	9,453,555	(6,097,577)	-64.5%
Reserves	-	200,000	(200,000)	-100.0%
Total	\$ 76,448,943	\$ 93,360,890	\$ (16,911,947)	-18.1%

FY2017 Proposed Capital Budget – Local Contributions



Description	FY2017 Preliminary Budget Amount	Source
LYMMO- Parramore	827,296	City of Orlando, Orlando Utilities Commission, Other Utilities
LYMMO - East/West	20,800	City of Orlando
Capital Bus Lease	898,151	Local \$2 Capital
Articulated CNG Buses	1,263,967	Local \$2 Capital
Paratransit Vehicles	95,764	Local \$2 Capital
Passenger Amenities	250,000	Orange County
Total	\$ 3,355,978	

FY2017 Budget Summary



	FY2016 Amended Budget	FY2017 Proposed budget	Change
Operating Revenue	\$ 128,609,889	\$ 129,700,062	0.8%
Operating Expenses	128,609,889	129,700,062	0.8%
Operating Income/(Deficit)	\$ -	\$ -	N/A
Capital Funding	\$ 93,360,890	\$ 76,448,943	-18.1%
Capital Expenditures	93,360,890	76,448,943	-18.1%
Capital Income/(Deficit)	\$ -	\$ -	N/A
Total Sources of Funding	\$ 221,970,779	\$ 206,149,005	-7.1%
Total Uses of Funding	221,970,779	206,149,005	-7.1%
Net Financial Position	\$ -	\$ -	N/A
Staffing Count	1117	1121	4

Future Items



- Maintain planned stability and financial benefits of converting to a self-insured Health Insurance Program
- Continue to review the type of fixed route vehicles used in future operations
- Ongoing efforts to secure funding for service expansion, satellite facilities and BRT to support service demands
- Continue to seek State grant funding opportunities for capital projects

Operating Budget Calendar



Final Board Action

September 22

Budget Year 16– 17 Commences

October 1

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2017 Service Funding Agreements with the Regional Funding Partners

Date: 9/22/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2017 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2017.

	FY2017 Service Funding Agreement	SR 436 Corridor Study	Total Funding Amount
Orange County	\$ 43,313,389	\$ 190,000	\$ 43,503,389
Osceola County	7,088,852	-	7,088,852
Seminole County	6,764,979	455,000	7,219,979
City of Orlando*	4,092,603	450,000	4,542,603
City of Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Lake County- Link 55	264,013	-	264,013
Reedy Creek	307,148	-	307,148
	<u>\$ 62,044,884</u>	<u>\$ 1,095,000</u>	<u>\$ 63,139,884</u>

*City of Orlando’s LYMMO Service is not included and is under a separate agreement.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum and if those changes are not materially adverse to LYNX. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, and Sanford (hereinafter, the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

The funding partner agreement for FY2017 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2017 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

SERVICE FUNDING AGREEMENT
by and between
CITY OF SANFORD, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 300 n. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 22, 2015 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32772
Attn: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms,

conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

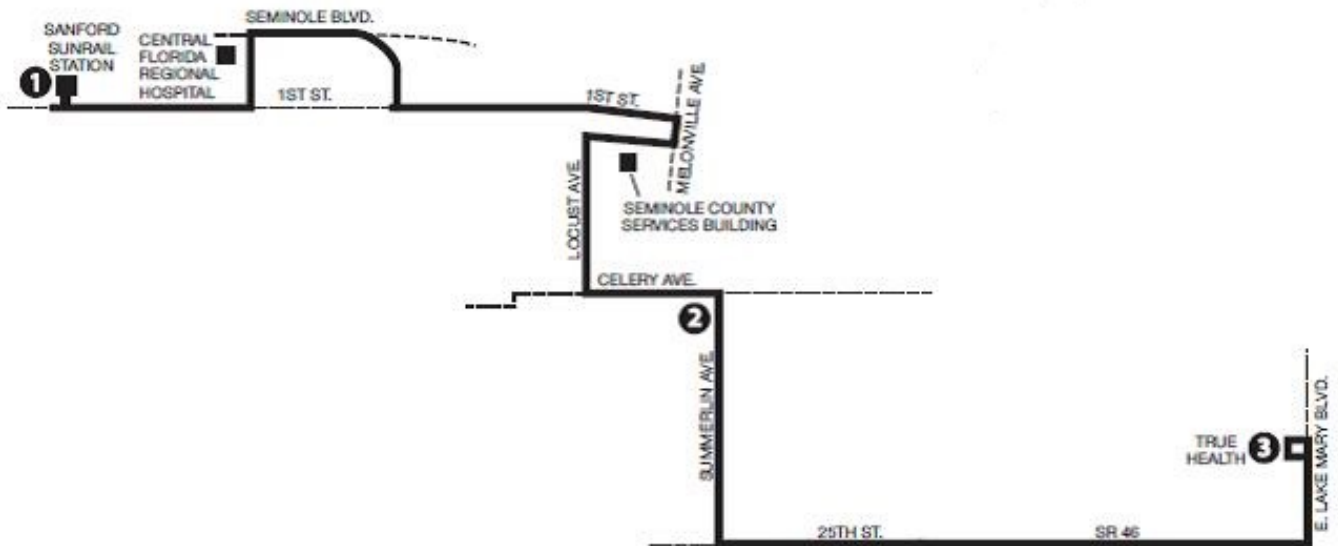
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and Neighborlink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station

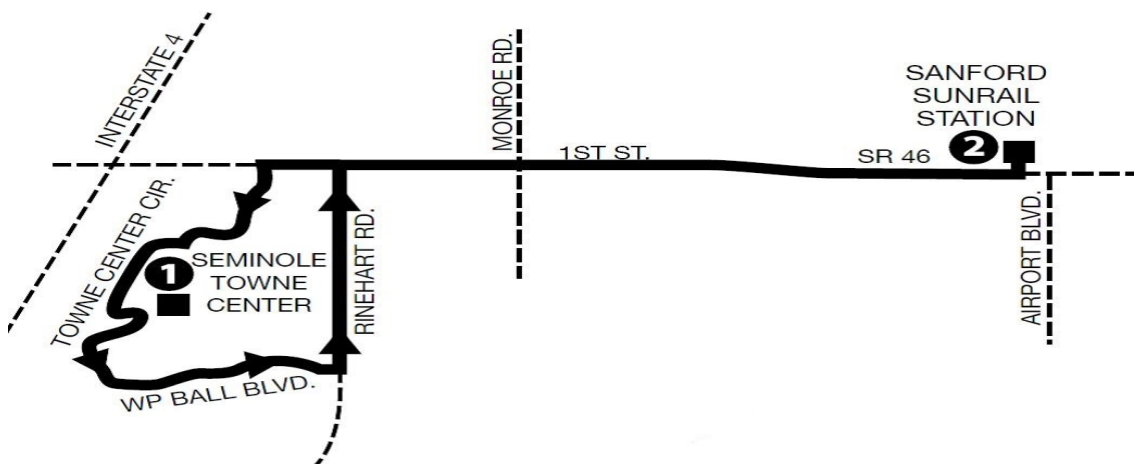


Exhibit "B"

Description of APPROPRIATED AMOUNT

October 2016 through September 2017	\$ 93,000
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Exhibit B City of Sanford Transit Service Costs For FY2017	
Total City Transit Service Cost	\$ 93,000

FY2017 Billing Schedule:	
October 2016	\$ 7,750
November 2016	\$ 7,750
December 2016	\$ 7,750
January 2017	\$ 7,750
February 2017	\$ 7,750
March 2017	\$ 7,750
April 2017	\$ 7,750
May 2017	\$ 7,750
June 2017	\$ 7,750
July 2017	\$ 7,750
August 2017	\$ 7,750
September 2017	\$ 7,750
Annual Funding Request from City	\$ 93,000

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within the City of Sanford in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$41,805,229	*	\$ -	\$ (190,000)	\$41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>		\$ -	\$ (1,095,000)	<u>\$ 61,347,837</u>
St. Cloud	\$ -		\$ -	\$ -	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>		\$ -	\$ -	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>		\$ -	\$ (1,095,000)	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160		\$ -	\$ -	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>		\$ -	\$ -	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>		\$ -	\$ (1,095,000)	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

SERVICE FUNDING AGREEMENT
by and between
LAKE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 11, 2016, (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

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- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
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- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Lake County
P.O. Box 7800
Tavares, Florida 32778
Attn: David C. Heath, County Manager

With copy to: Lake County
P.O. Box 7800
Tavares, Florida 32778
Attn: Melanie N. Marsh, County Attorney

With copy to: Lake County Community Services
P.O. Box 7800
Tavares, Florida 32778
Attn: Director of Community Services

With copy to: Lake County Community Services
P.O. Box 7800
Tavares, Florida 32778
Attn: Public Transportation Manager

With copy to: Lake County Community Services
P.O. Box 7800
Tavares, Florida 32778
Attn: Financial Analyst

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

By: _____
Sean Parks, Chairman

Date: _____

ATTEST:

Neil Kelly, Clerk to the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie N. Marsh
County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

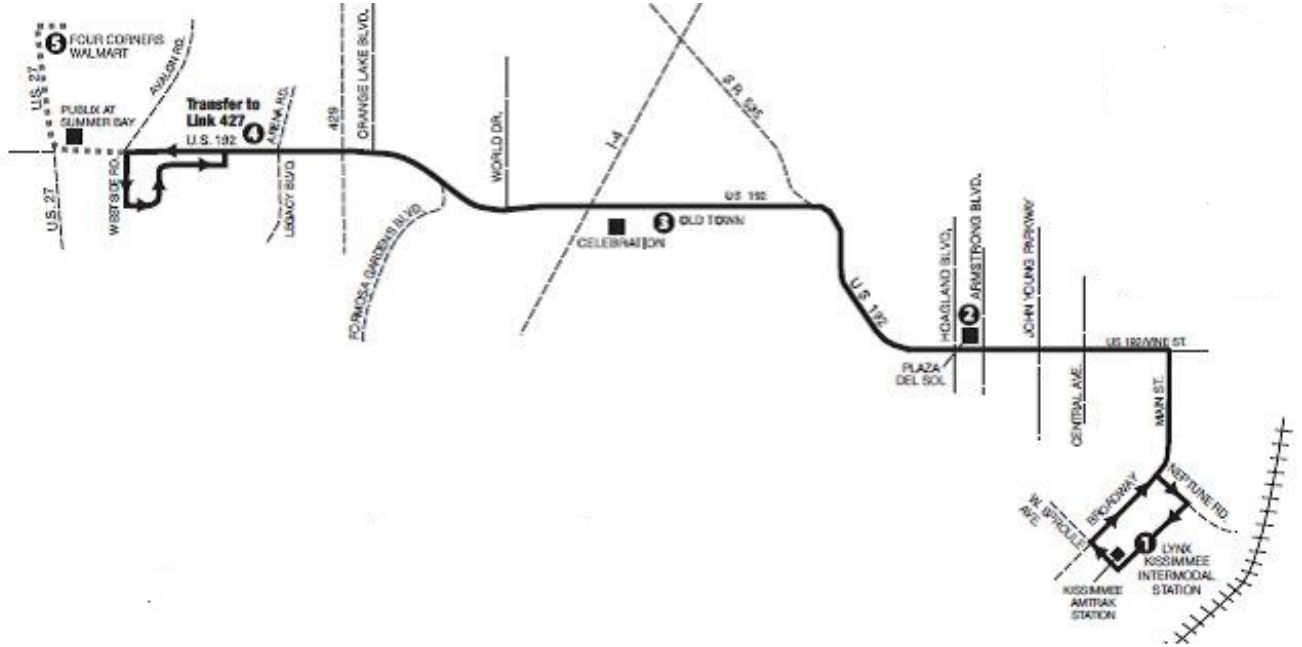
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Plaza Del Sol, Old Town, Celebration, Orange Lake, and Four Corners Wal-Mart



Note: Link 55 will not stop on US 192 between Legacy Blvd. and US 27. This area is served by Polk Transit route 427.

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2016 - September 2017 \$264,013

FY2017 Billing Schedule:	
October 2016	\$ 22,001
November 2016	\$ 22,001
December 2016	\$ 22,001
January 2017	\$ 22,001
February 2017	\$ 22,001
March 2017	\$ 22,001
April 2017	\$ 22,001
May 2017	\$ 22,001
June 2017	\$ 22,001
July 2017	\$ 22,001
August 2017	\$ 22,001
September 2017	\$ 22,002
Total Annual Funding Request from County	\$264,013

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate two hundred sixty-four thousand thirteen dollars and zero cents (\$264,013) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within Lake County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$264,013 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$ 41,805,229	*	\$ -	\$ (190,000)	\$ 41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>		\$ -	<u>\$ (1,095,000)</u>	<u>\$ 61,347,837</u>
St. Cloud	\$ -		\$ -	\$ -	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>		\$ -	\$ -	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>		\$ -	<u>\$ (1,095,000)</u>	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160		\$ -	\$ -	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>		\$ -	\$ -	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>		\$ -	<u>\$ (1,095,000)</u>	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

SERVICE FUNDING AGREEMENT
by and between
OSCEOLA COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 2, 2015 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County

For the use and reliance of Osceola County
only. Approved as to form and legal
sufficiency.

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2016 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

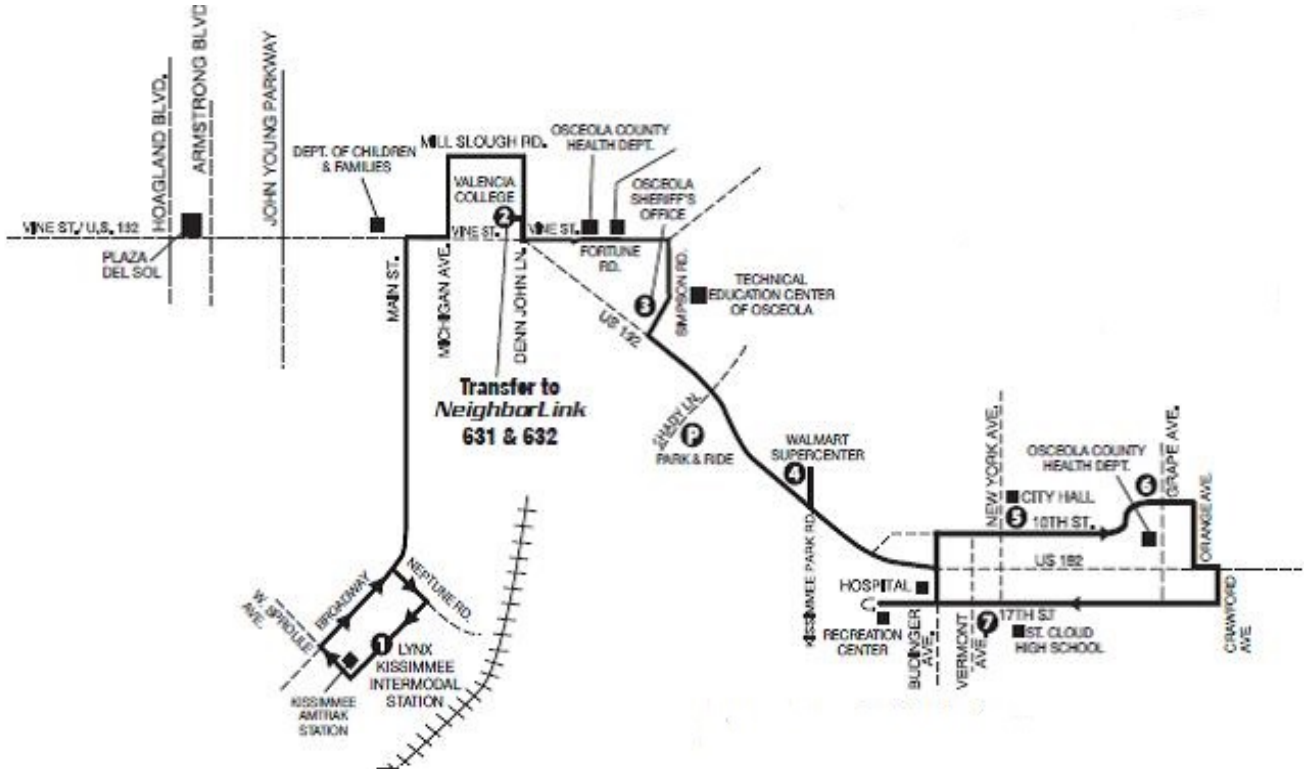
Link 108 South US 441/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station



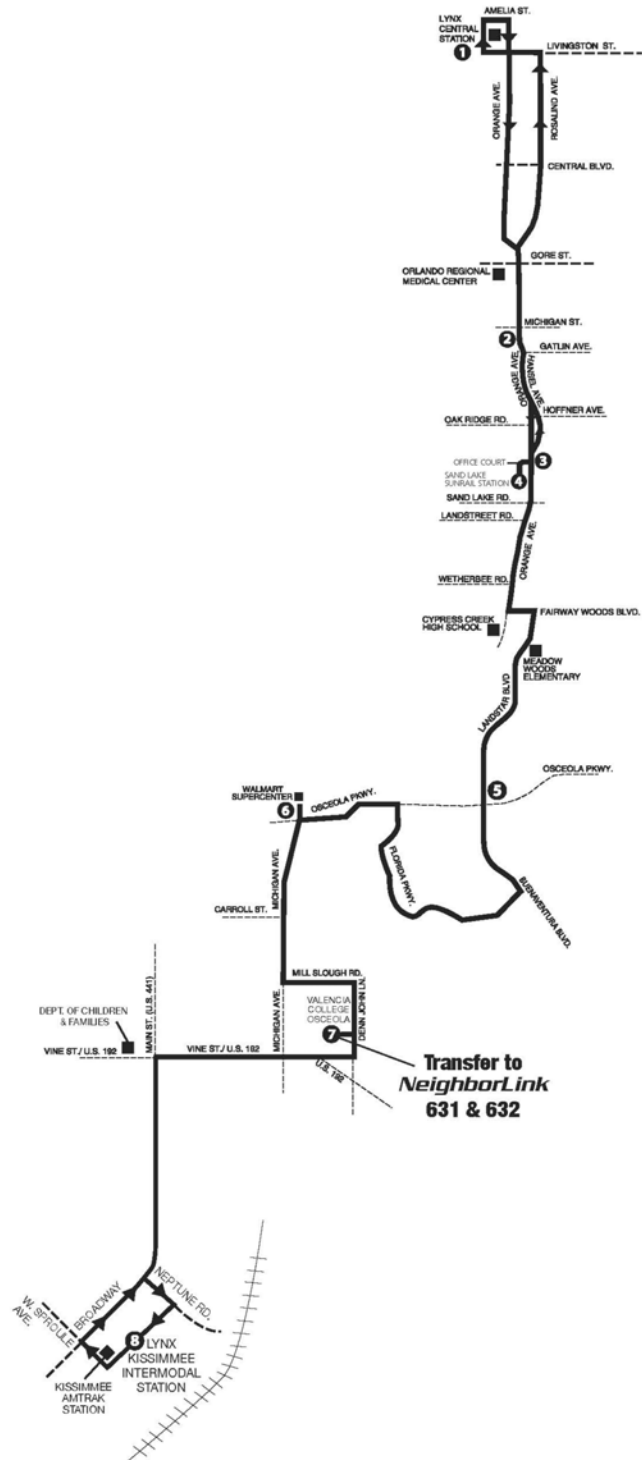
Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, NeighborLink 631 and NeighborLink 632.



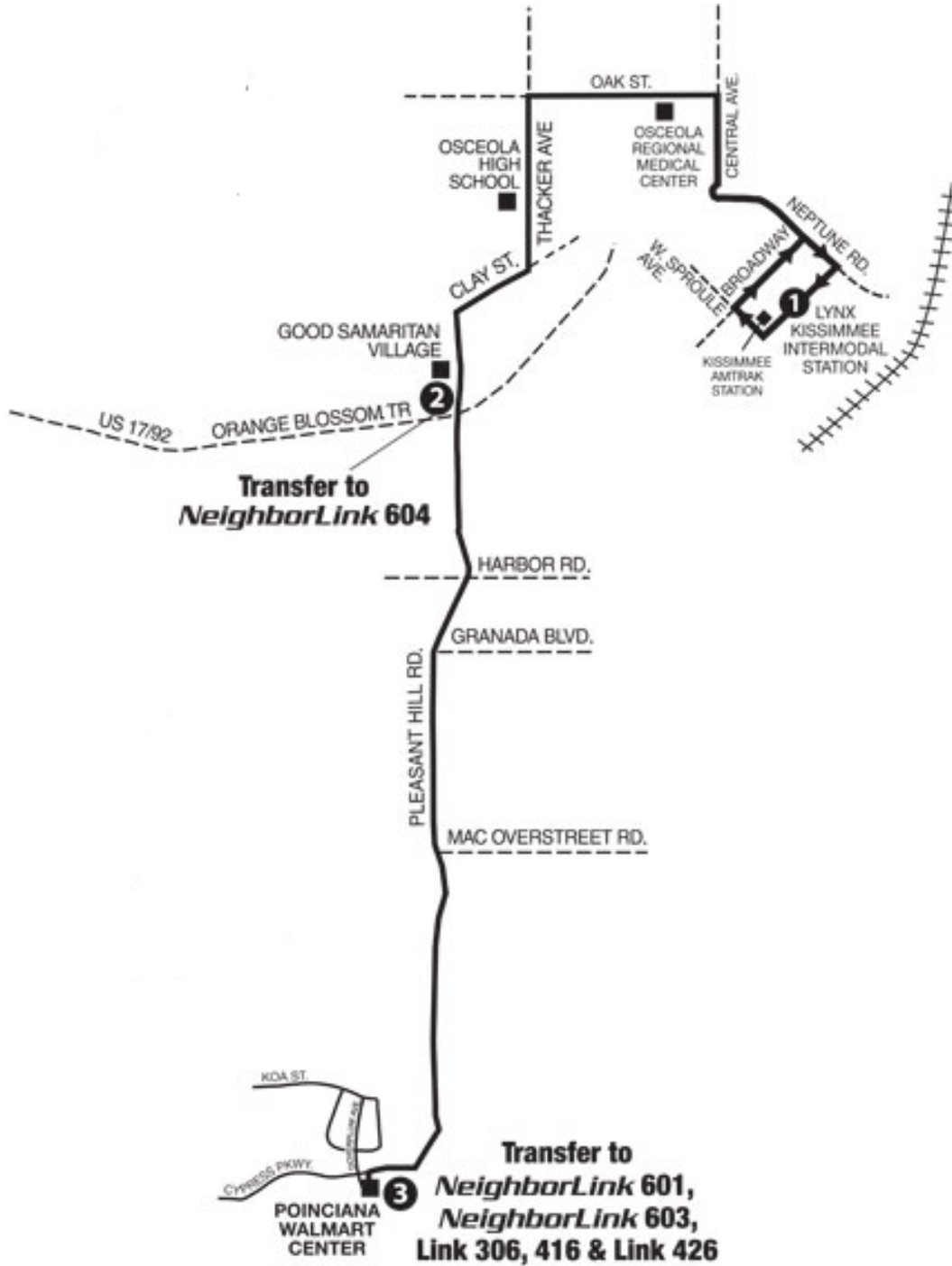
Link 18 S. Orange Ave. /Kissimmee

Serving: LYNX Central Station, , Lucerne Hospital, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, Neighborlink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



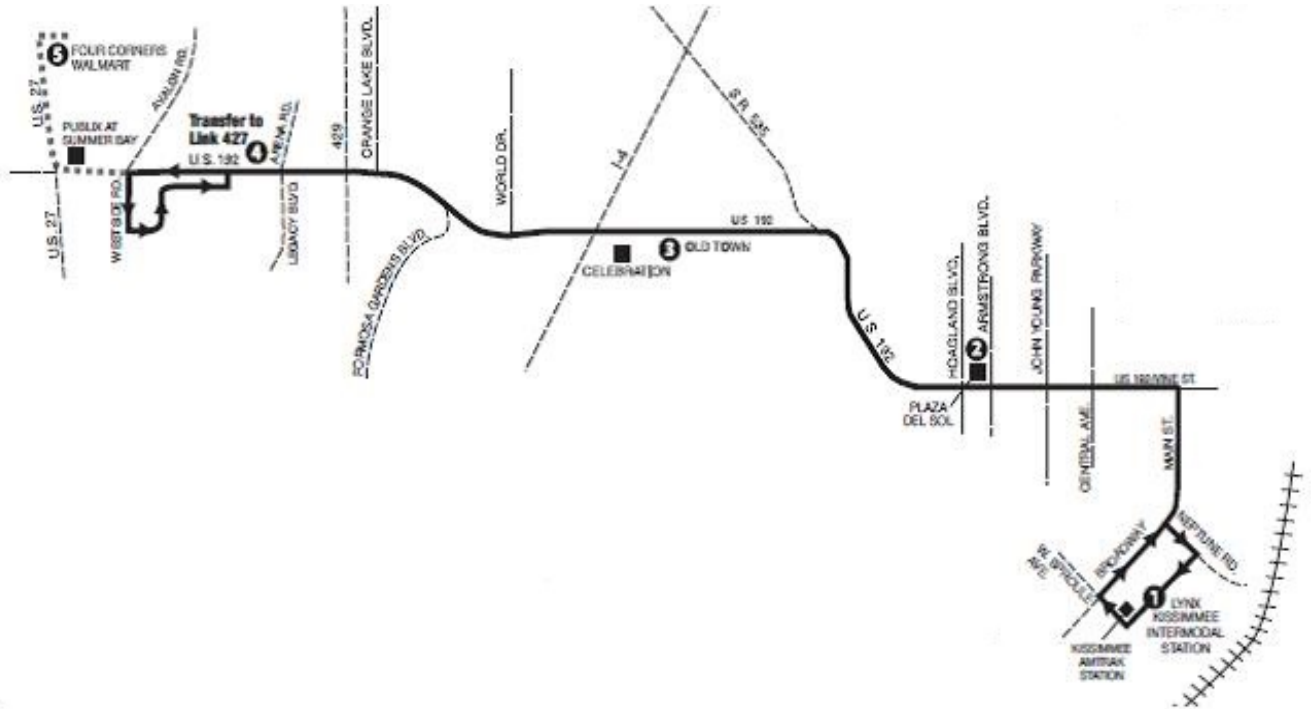
Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



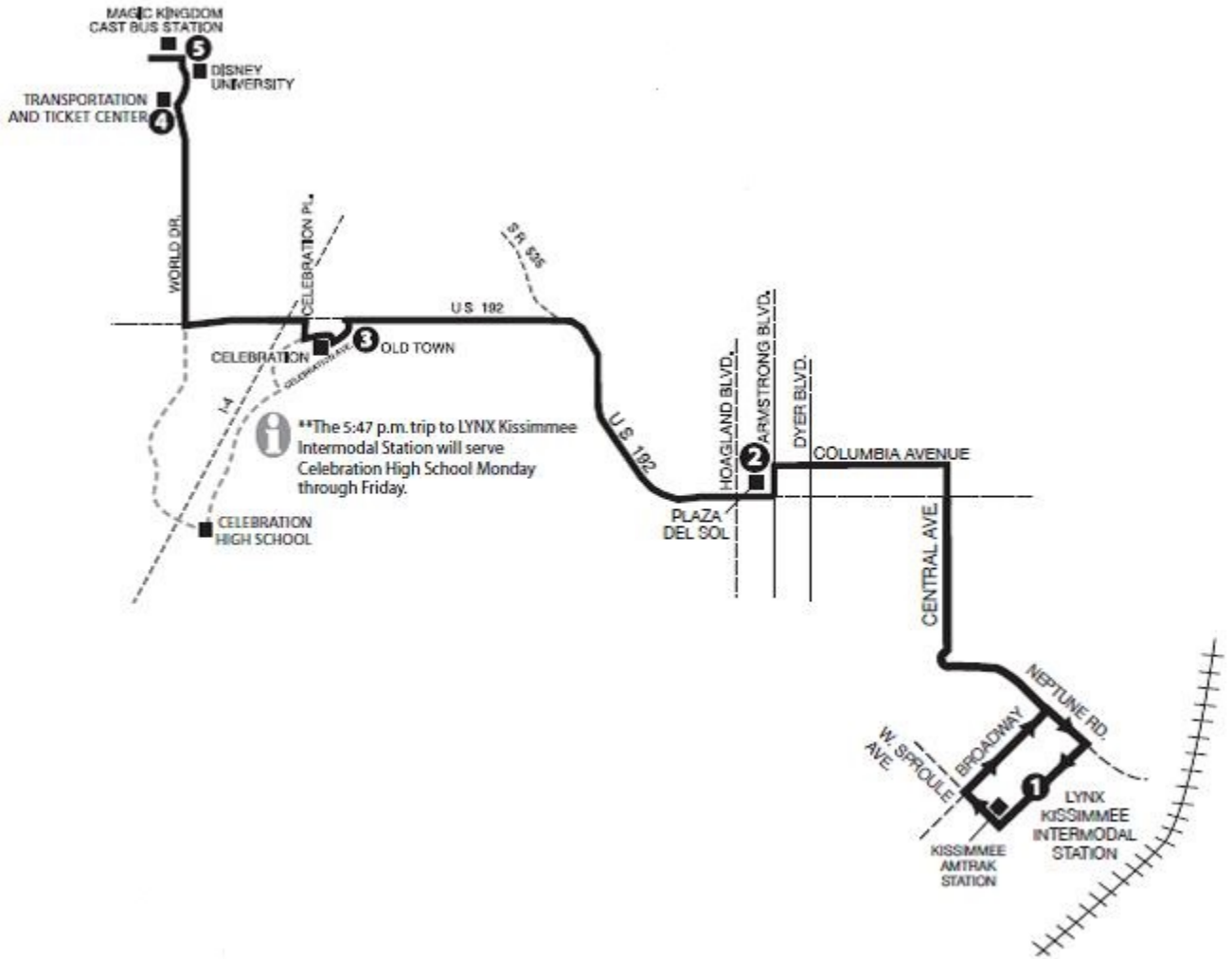
Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Osceola Square Mall, Old Town, Celebration, Orange Lake, Four Corners Walmart, and Plaza Del Sol



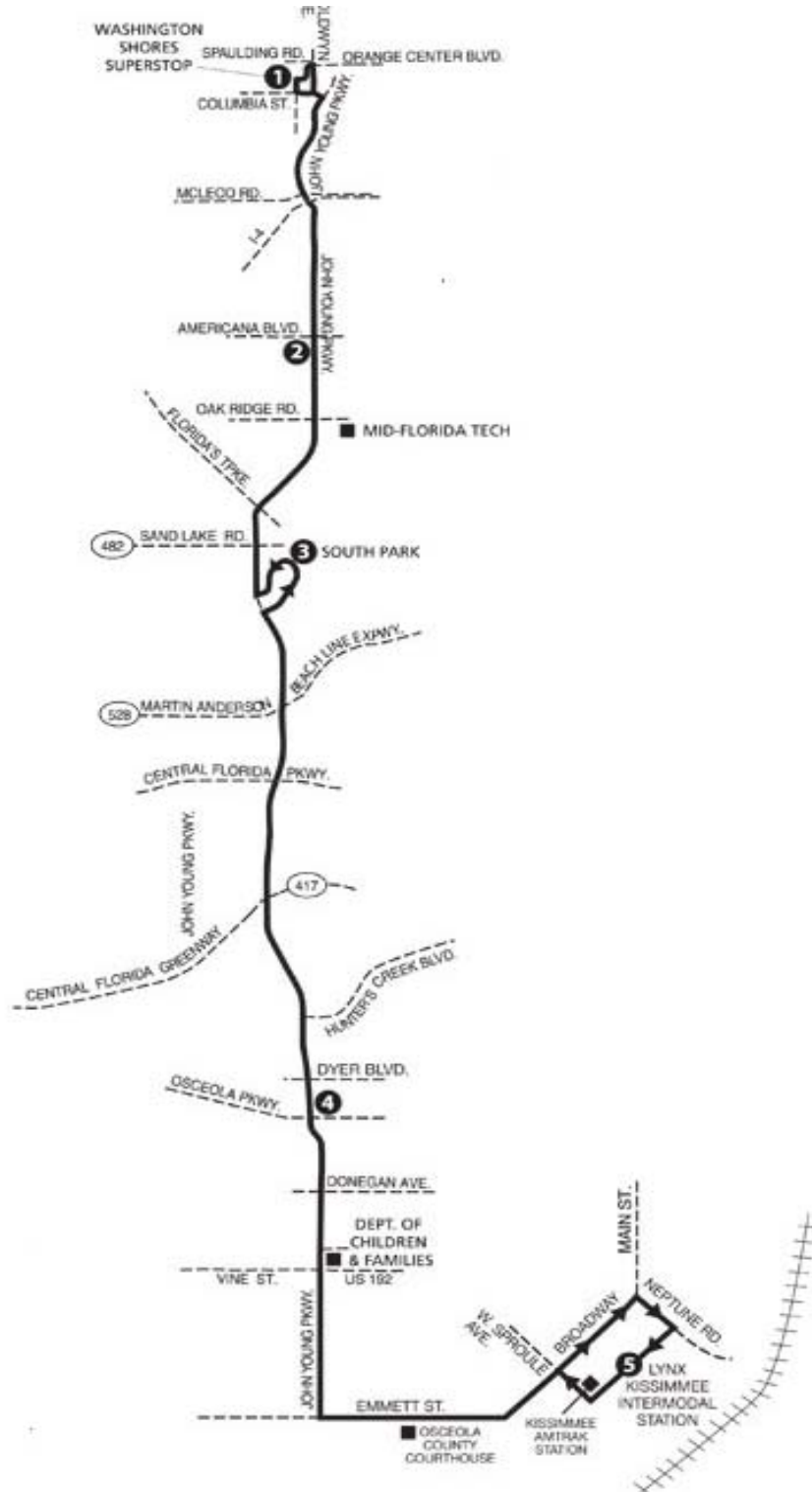
Link 56 w. US 192/ Magic Kingdom

Serving: Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Kissimmee Intermodal Station



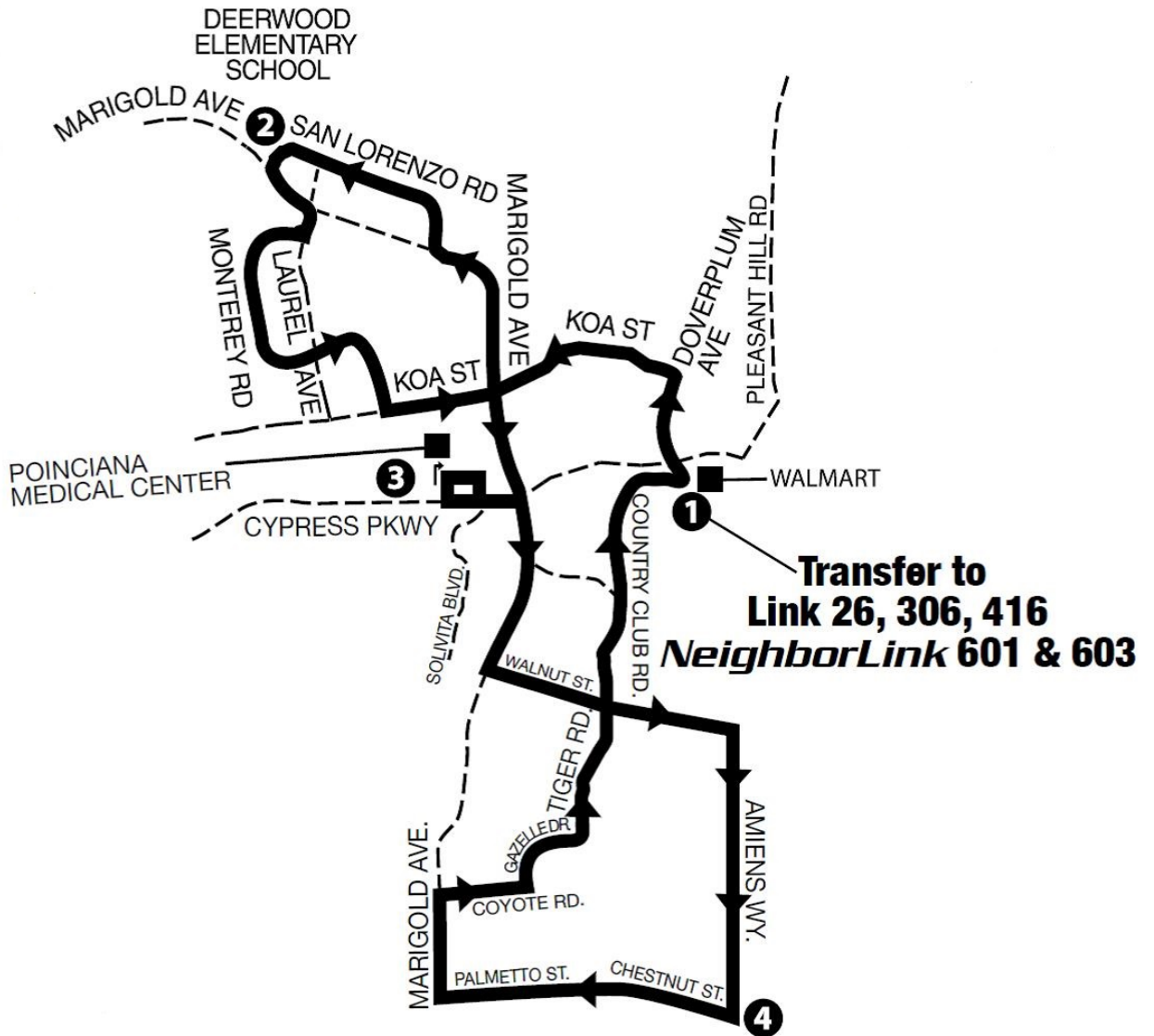
Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Americana Boulevard, Mid Florida Tech, South Park Walmart, Hunter's Creek, Osceola Parkway, LYNX Kissimmee Intermodal Station, and Osceola County Courthouse



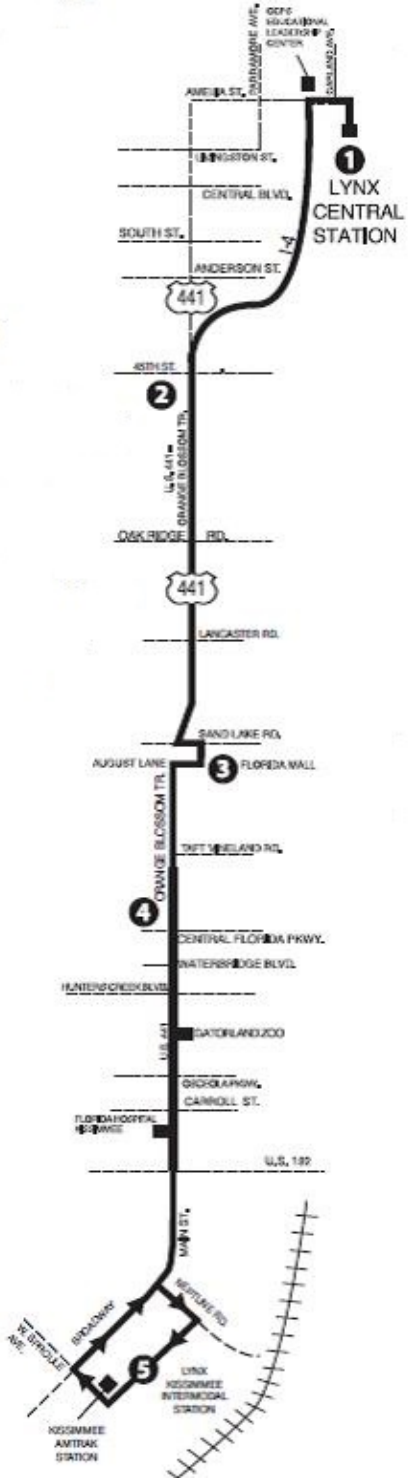
Link 426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



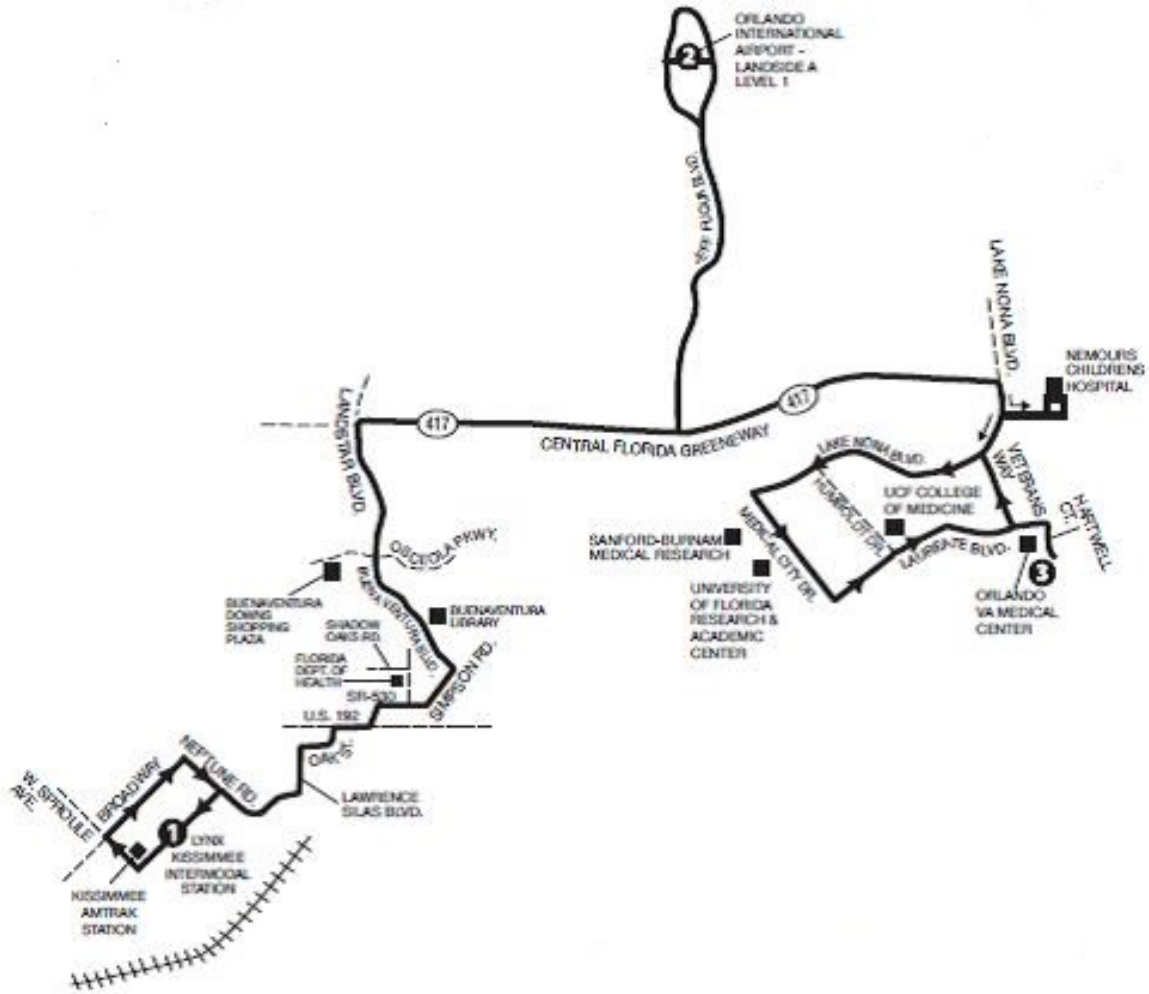
FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OB T & Lancaster., Florida Mall, OB T & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station



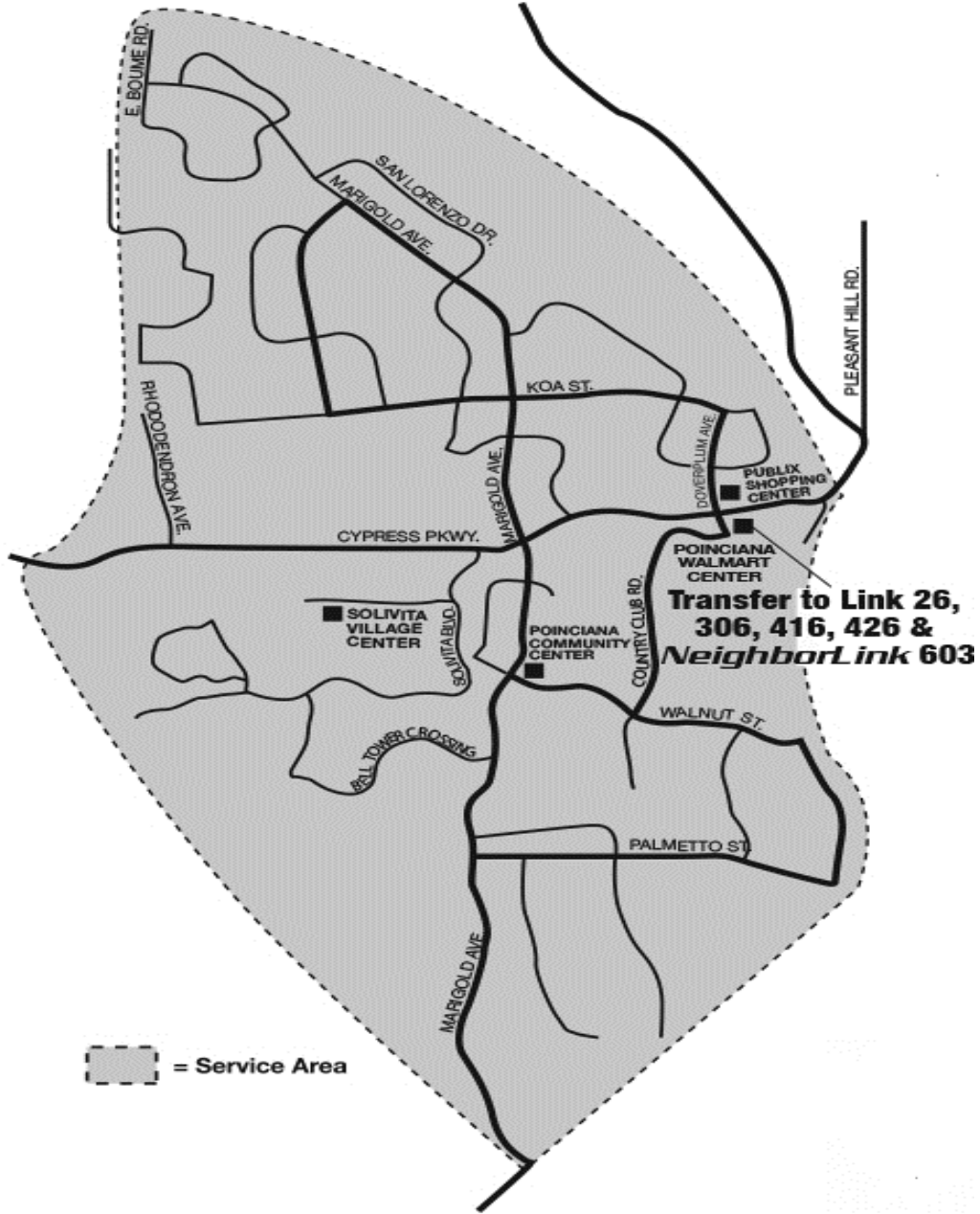
FastLink 407 Kissimmee/Medical City/Orlando International Airport

Serving: Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, Sanford-Burnam Medical Research, UF Research & Academic Center, UCF College of Medicine, Nemours Children's Hospital, and Orlando VA Medical Center



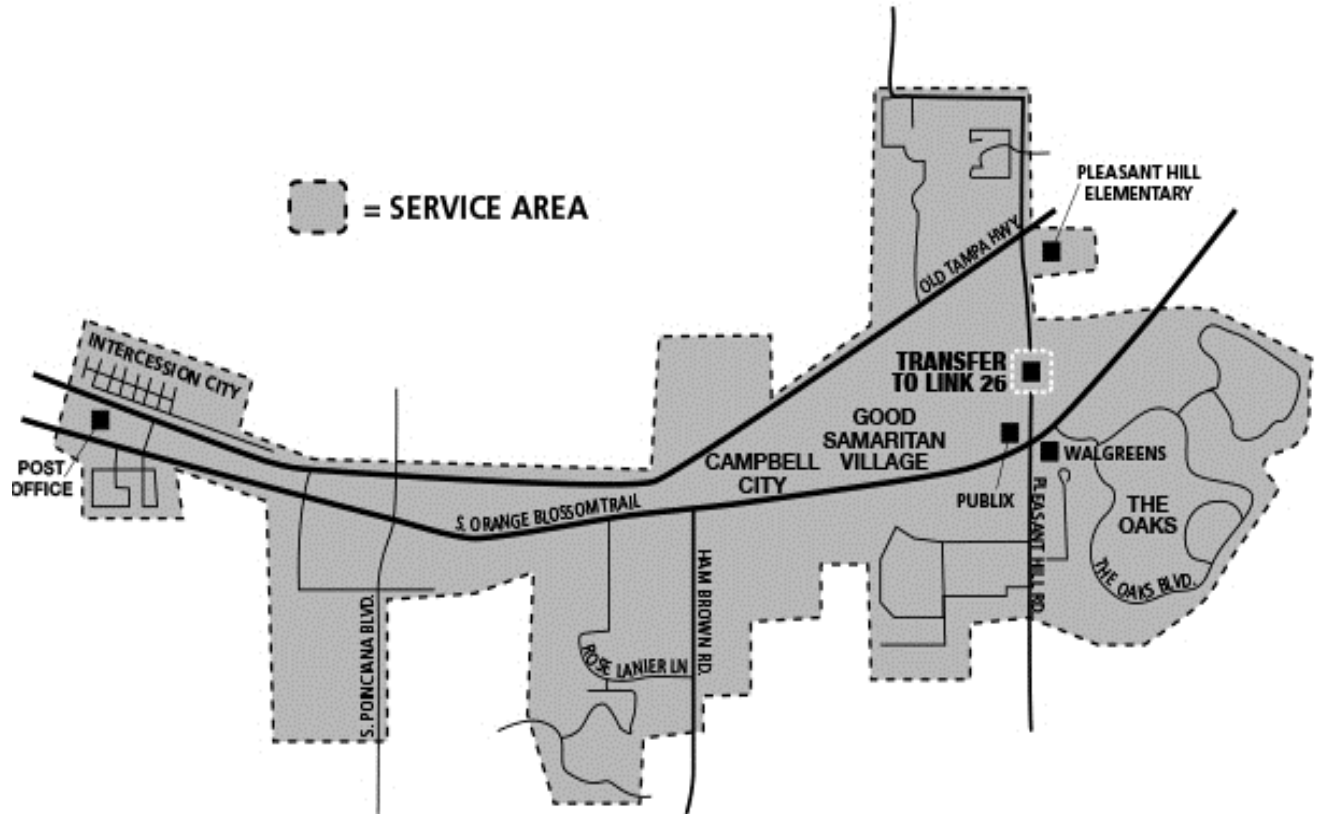
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



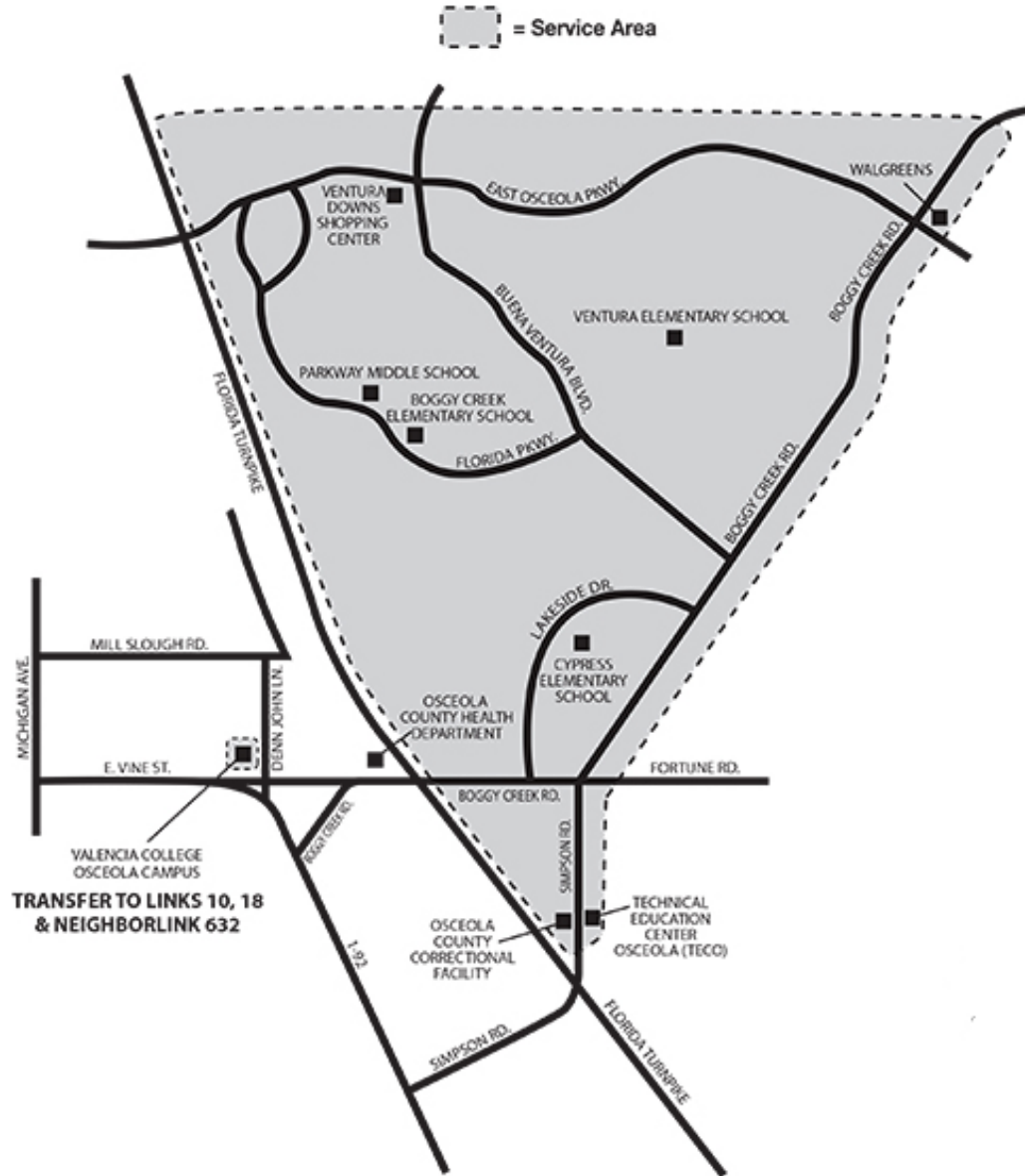
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, and NeighborLink 632



NeighborLink 632 North Kissimmee

Serving: Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 7,088,852**

Exhibit B - Osceola County Transit Service Costs For FY2016	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 10	\$ 575,745
Link 10 improvements April 2016	565,224
Link 18	341,375
Link 26	539,395
Link 26 improvements April 2016	233,696
Link 426	449,398
Link 55	1,023,281
Link 56	1,021,021
FastLink 441	61,936
Link 57	147,786
Link 108	385,659
FastLink 407	177,022
Subtotal:	\$ 5,521,538
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	\$ 87,400
NL 604	40,303
NL 631	75,081
NL 632	94,261
Subtotal:	\$ 297,045
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 853,704
Medicaid	
Transportation Disadvantage (TD) Funding	326,794
Subtotal:	\$ 1,180,498
\$2 Capital Contribution	198,914
Subtotal:	\$ 198,914
Total FY2017 Preliminary Funding Request	\$ 7,197,995

Less: One-time Use of Reserves	\$ (109,143)
Funding Requested from County	\$ 7,088,852

Funding Requested from County October 2016 – September 2017	\$ 7,088,852
FY2017 Billing Schedule:	
October 2016	\$ 590,738
November 2016	\$ 590,738
December 2016	\$ 590,738
January 2017	\$ 590,738
February 2017	\$ 590,738
March 2017	\$ 590,738
April 2017	\$ 590,738
May 2017	\$ 590,738
June 2017	\$ 590,737
July 2017	\$ 590,737
August 2017	\$ 590,737
September 2017	\$ 590,737
Annual Funding Request from County	\$ 7,088,852

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate seven million eighty-eight thousand eight hundred fifty-two dollars and zero cents (\$7,088,852) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within Osceola County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$7,088,852 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) FastLink 407; and
- (v) FastLink 441.

26. Service Area means generally unincorporated Osceola County, but may include, on a case-by-case basis, municipalities within Osceola County.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	* Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement	
Operating Funding					
Orange County	\$41,805,229	*	\$ -	\$ (190,000)	\$41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>	<u>\$</u>	<u>-</u>	<u>\$(1,095,000)</u>	<u>\$ 61,347,837</u>
St. Cloud	\$ -	\$	-	-	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>	<u>\$</u>	<u>-</u>	<u>\$(1,095,000)</u>	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160	\$	-	-	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>	<u>\$</u>	<u>-</u>	<u>\$</u>	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>	<u>\$</u>	<u>-</u>	<u>\$(1,095,000)</u>	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

BUS SERVICE AGREEMENT

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a **LYNX**
(LYNX)

and

REEDY CREEK IMPROVEMENT DISTRICT
(RCID)

relating to the
providing of bus service in the Reedy Creek Improvement District Service Area

October 1, 2016

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

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3.	TERM	3
4.	SCHEDULE OF BUS SERVICE.....	3
5.	PAYMENT FOR BUS SERVICE.....	3
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11.	RELATIONSHIP OF PARTIES.....	4
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16.	BOARD APPROVAL	7
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Schedule of Exhibits and Appendices

- Exhibit "A" – Sketch of Reedy Creek Improvement District Service Area
- Exhibit "B" – Description of Service and Bus Routes
- Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October, 2016, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

REEDY CREEK IMPROVEMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**RCID**").

RCID and LYNX shall sometimes be referred to collectively as the "**Parties**".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, RCID is the governmental authority having jurisdiction over the lands of the Reedy Creek Improvement District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, RCID has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "B"** and as graphically depicted on **Appendix 1** thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "B" .
<u>Contributions</u>	shall mean, the RCID Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>RCID</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>RCID Contributions</u>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$307,148, to be paid on the dates set forth.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Matching Contributions</u>	shall mean any matching grants or matching contributions, if any, that LYNX may obtain from time to time based upon the RCID Contributions as set forth and described in paragraph 7 below.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route, or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "B" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

(b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

(c) The changing transportation needs of RCID to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2017 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Three Hundred Seven Thousand One Hundred Forty-Eight Dollars (\$307,148) payable in two payments of One Hundred Fifty-Three Thousand Three Hundred Seventy-Four Dollars (\$153,374) upon the effective date of Agreement and One Hundred Fifty-Three Thousand Three Hundred Seventy-Four Dollars (\$153,374) on or before September 30, 2017. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed

to be “private” such as, for example, roads behind gates, etc. and these areas would be on roads not owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends over any private property not owned by RCID in the Service Area, RCID shall obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be “private”, such consent may be revoked by RCID in its sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

(b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and RCID under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to

the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Edward L. Johnson
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6017
Telecopy: (407) 254-6137

with a copy to: Blanche W. Sherman
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6100
Telecopy: (407) 254-6138

As to RCID: Ann Blakeslee
Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Post Office Box 10170
Lake Buena Vista, Florida 32830
Telephone: (407) 828-3548
Telecopy: (407) 934-6200

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(g) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit “B”**. Thus, the Contributions may be used for all of said Bus Service.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward L. Johnson

Chief Executive Officer

Approved as to Form and Content, and for
reliance only by LYNX and no other person.

Dated: _____, 2016

Akerman LLP, counsel for LYNX

By: _____
Patrick T. Christiansen

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
Bill Warren

District Administrator
(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area

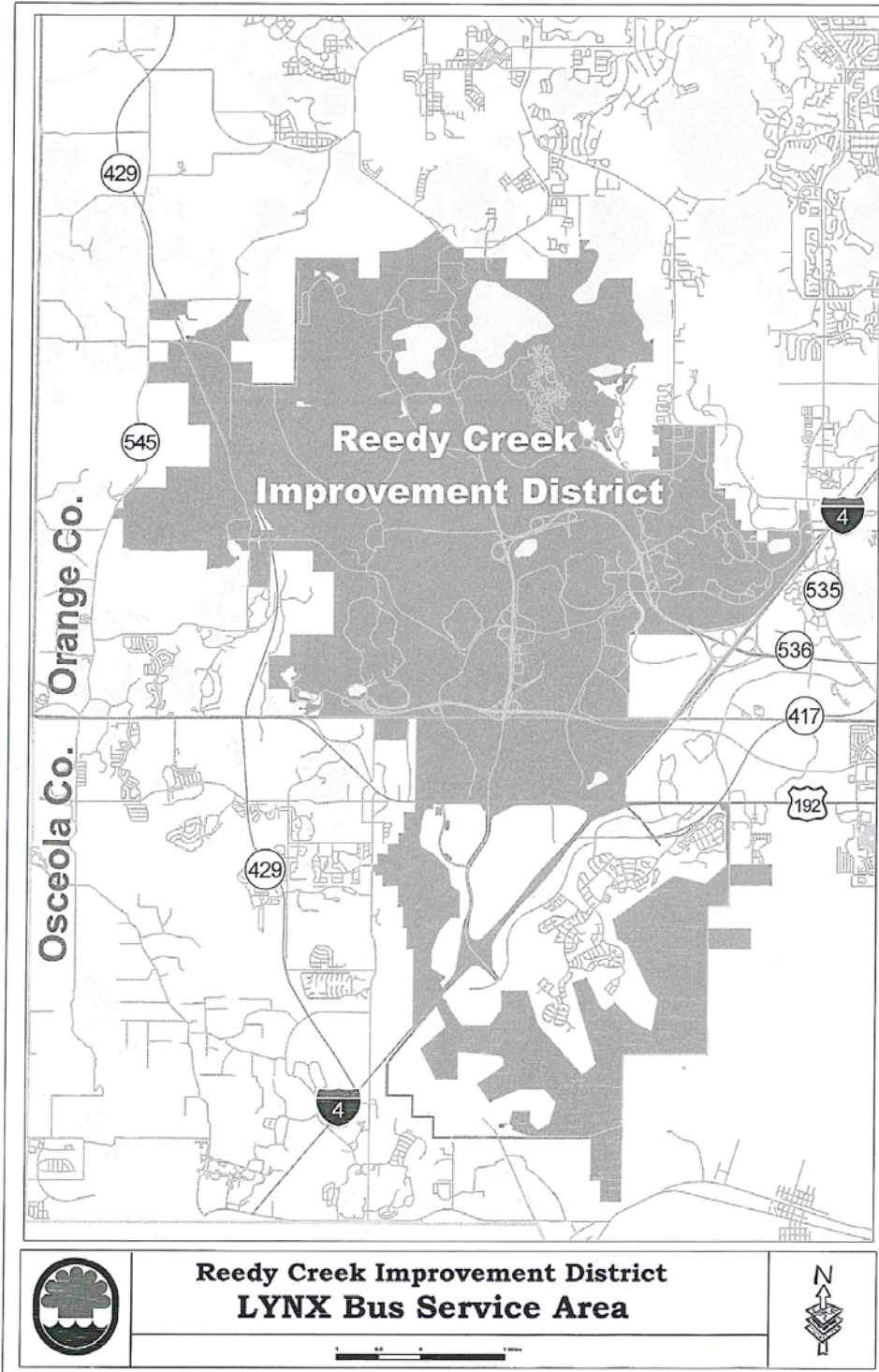


EXHIBIT "B"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective October 1, 2016

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 50: Downtown Orlando/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:35 PM, 11:05 PM., 11:35 PM and 12:05 AM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, Downtown Disney West Side Transfer Center, 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56: Kissimmee/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:30 PM, 10:50 PM and 11:20 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, US 192 & Old town, US 192 & SR 535, Osceola Square Moll, Kissimmee Intermodal Facility
Link 306: Poinciana/Hilton Bonnet Creek Resort	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:15 AM to 7:15 AM; Evening from 5:05 PM to 6:05 PM	Poinciana Walmart @ Doverplum Ave, Downtown Disney West Side Transfer Center, Hilton Bonnet Creek Resort

END EXHIBIT "B"

APPENDIX 1
Of Exhibit "B"

Graphical Depictions of Lynx Bus Service Routes

Link 50

Downtown Orlando/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- LYNX Central Station
- SeaWorld
- Disney Springs

Walt Disney World Resort Transportation and Ticket Center

LYNX CENTRAL STATION TO WDW TRANSPORTATION & TICKET CENTER

1	2	3	4
LYNX CENTRAL STATION	SEA HARBOR DR. & CENTRAL FLORIDA PKWY.	DISNEY SPRINGS TRANSFER CENTER	TRANSPORTATION & TICKET CENTER
5:15	5:35	5:54	6:07
5:35	5:55	6:14	6:27
5:55	6:15	6:34	6:47
6:15	6:37	6:56	7:09
6:35	6:57	7:16	7:29
6:55	7:19	7:38	7:51
7:15	7:39	7:58	8:11
7:35	7:59	8:18	8:31
7:55	8:20	8:39	8:52
8:15	8:40	8:59	9:12
8:45	9:10	9:29	9:42
9:15	9:40	9:59	10:12
9:45	10:10	10:29	10:42
10:15	10:40	10:59	11:12
10:45	11:10	11:29	11:42
11:15	11:40	11:59	12:12
11:45	12:10	12:29	12:42
12:15	12:40	12:59	1:12
12:45	1:10	1:29	1:42
1:15	1:40	1:59	2:12
1:45	2:10	2:29	2:42
2:15	2:40	2:59	3:12
2:45	3:10	3:30	3:43
3:15	3:41	4:01	4:14
3:45	4:11	4:31	4:44
4:15	4:41	5:02	5:15
4:35	5:01	5:22	5:35
4:55	5:23	5:44	5:57
5:15	5:43	6:04	6:17
5:35	6:03	6:24	6:37
5:55	6:22	6:42	6:55
6:15	6:39	6:58	7:11
6:45	7:08	7:27	7:40
7:15	7:38	7:56	8:09
7:45	8:08	8:26	8:39
8:15	8:38	8:56	9:09
8:45	9:08	9:26	9:39
9:15	9:37	9:55	10:08
9:45	10:07	10:24	10:37
10:15	10:36	10:53	11:06
10:45	11:06	11:23	11:36

P.M. Times are shown in bold

WDW TRANSPORTATION & TICKET CENTER TO LYNX CENTRAL STATION

4	3	2	1
TRANSPORTATION & TICKET CENTER	DISNEY SPRINGS TRANSFER CENTER	SEA HARBOR DR. & CENTRAL FLORIDA PKWY.	LYNX CENTRAL STATION
5:30	5:45	6:03	6:26
5:50	6:05	6:23	6:46
6:05	6:20	6:39	7:02
6:25	6:40	6:59	7:22
6:45	7:00	7:19	7:42
7:05	7:20	7:40	8:03
7:35	7:50	8:10	8:33
8:05	8:20	8:40	9:03
8:35	8:50	9:10	9:33
9:05	9:20	9:40	10:05
9:35	9:51	10:11	10:36
10:00	10:16	10:37	11:02
10:30	10:46	11:07	11:32
11:00	11:16	11:37	12:02
11:30	11:46	12:07	12:32
12:00	12:16	12:37	1:02
12:25	12:42	1:04	1:32
12:55	1:12	1:34	2:02
1:25	1:42	2:04	2:32
1:55	2:12	2:34	3:02
2:25	2:42	3:04	3:34
2:55	3:12	3:34	4:04
3:15	3:32	3:54	4:24
3:35	3:52	4:14	4:44
3:55	4:12	4:34	5:04
4:15	4:32	4:55	5:25
4:35	4:52	5:15	5:45
5:00	5:17	5:40	6:05
5:30	5:47	6:08	6:31
6:00	6:17	6:38	7:01
6:35	6:52	7:13	7:35
7:05	7:22	7:43	8:05
7:35	7:52	8:13	8:35
8:05	8:20	8:41	9:03
8:35	8:50	9:10	9:32
9:05	9:20	9:40	10:01
9:35	9:50	10:10	10:31
10:05	10:20	10:40	11:01
10:35	10:50	11:08	11:29
11:05	11:20	11:38	11:59
11:35	11:50	12:07	12:27
12:05	12:20	12:37	12:57

Monday - Friday

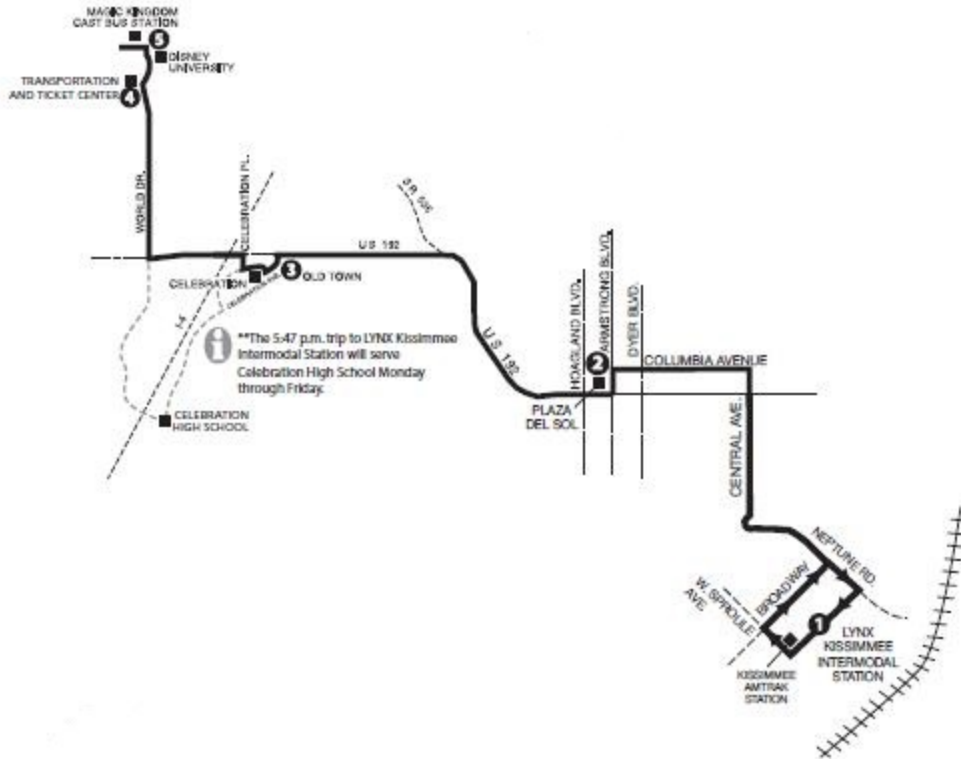


Numbers on map correspond to numbers on schedules.
Additional stops are located approximately every two blocks along each Link.

Link 56
W. U.S. 192/Magic Kingdom
 Monday–Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort Transportation and
- Ticket Center

- Magic Kingdom Cast Bus Station
- Disney University
- LYNX Kissimmee Intermodal Station



Service Monday–Sunday & Holidays
 5:30 AM to 11:00 PM

Frequency 30 minutes

Link 306

Disney Direct

Monday–Sunday & Holiday service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

NeighborLink 603
Poinciana Walmart



Additional stops are located at Poinciana High School, and the intersection of Irlow Bronson Memorial Highway & Poinciana Boulevard.

Link 306

TO DISNEY

POINCIANA WALMART	DISNEY SPRINGS TRANSFER CTR.	HILTON BONNET CREEK RESORT
1	2	3
6:15	7:00-7:05	7:15

TO POINCIANA

HILTON BONNET CREEK RESORT	DISNEY SPRINGS TRANSFER CTR.	POINCIANA WALMART
3	2	1
8:05	8:18-8:20	8:05

P.M. Times are shown in bold

END APPENDIX 1

SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between CITY OF ALTAMONTE SPRINGS, FLORIDA, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “Funding Partner”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “LYNX”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “Local Government Comprehensive Planning and Land Development Regulation Act”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 26, 2015 (the “Prior Fiscal Year Funding”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Community Development Agency

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

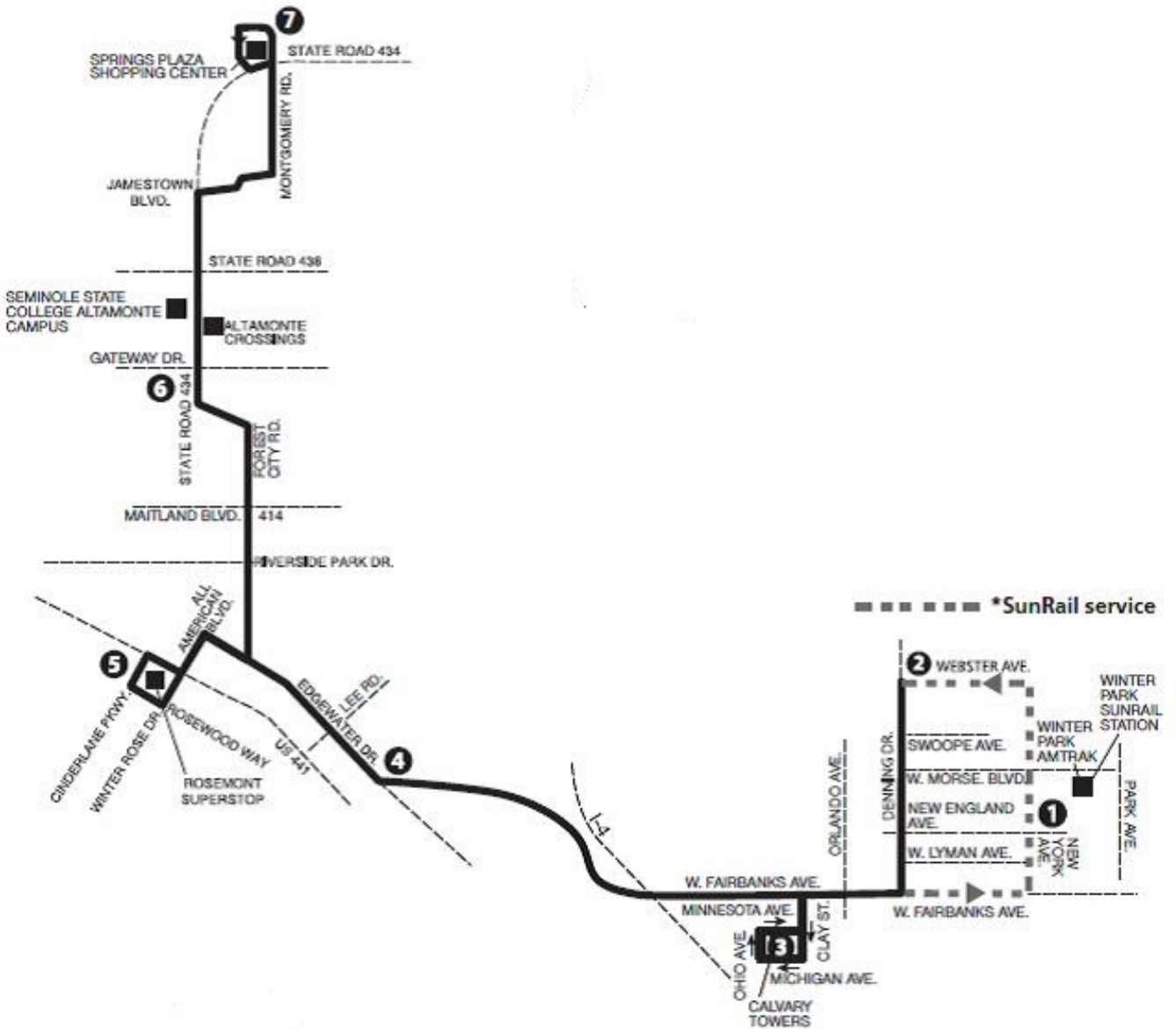
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Village Shopping Center, Winter Park SunRail Station and, Calvary Towers



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station

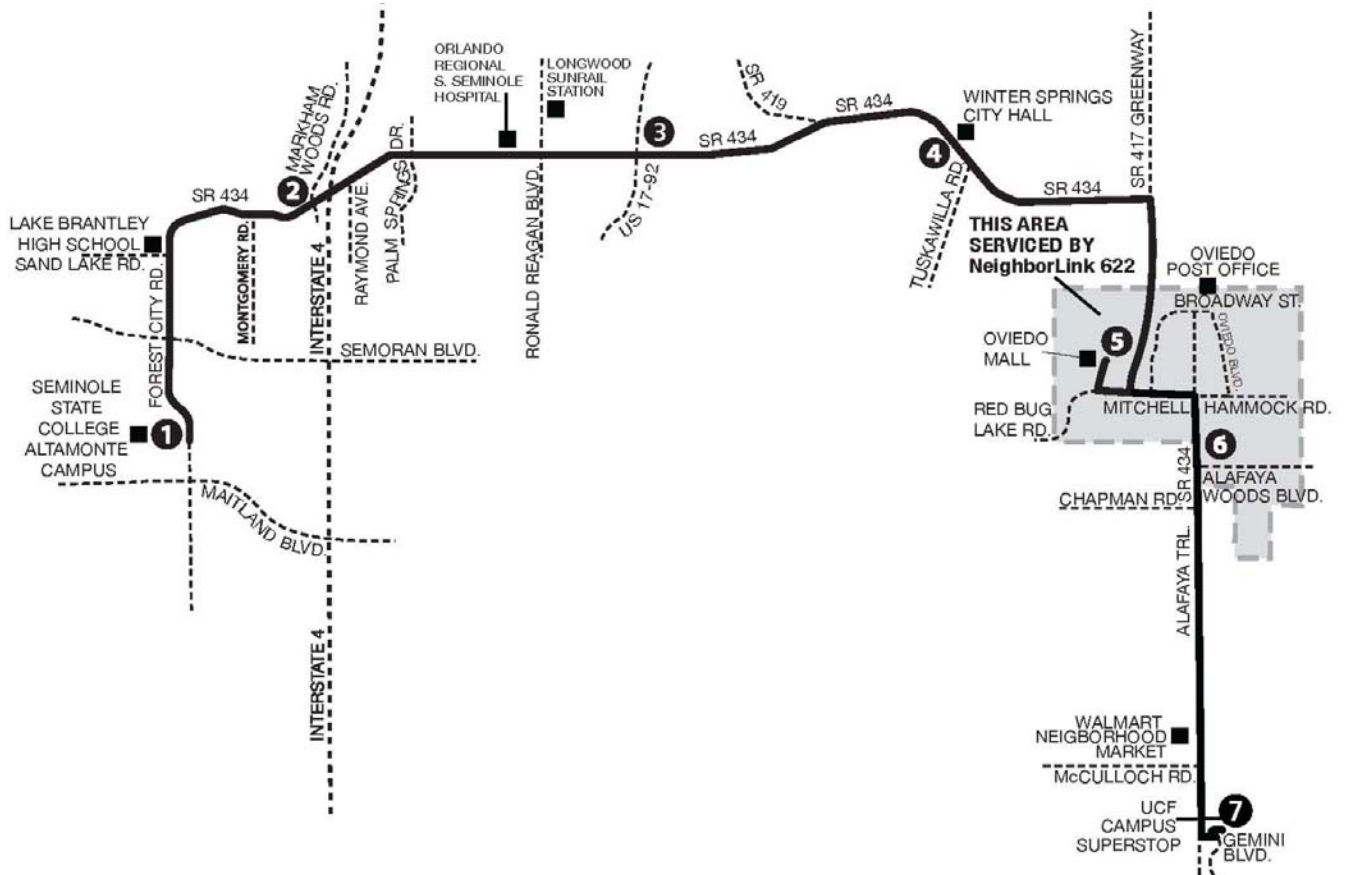


Exhibit "B"

October through September

\$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2017	
Total County Transit Service Cost	\$ 120,900

FY2016 Billing Schedule:	
October 2016	\$ 30,225
January 2017	\$ 30,225
April 2017	\$ 30,225
July 2017	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within the City of Altamonte Springs in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$ 41,805,229	*	\$ -	\$ (190,000)	\$ 41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	\$ 62,442,837		\$ -	\$ (1,095,000)	\$ 61,347,837
St. Cloud	\$ -		\$ -	\$ -	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	\$ 477,913		\$ -	\$ -	\$ 477,913
Subtotal Operating Funding	\$ 62,920,750		\$ -	\$ (1,095,000)	\$ 61,825,750
 Capital Contributions					
Orange County	\$ 1,698,160		\$ -	\$ -	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	\$ 2,112,896		\$ -	\$ -	\$ 2,112,896
Total Local Funds	\$ 65,033,646		\$ -	\$ (1,095,000)	\$ 63,938,646
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

SERVICE FUNDING AGREEMENT
by and between
CITY OF ORLANDO, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 9, 2015 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

Current Fiscal Year.

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

Next Fiscal Year. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the

Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(v) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(vi) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(vii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(viii) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

Service. LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%)

increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

Quarterly Reporting. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (vii) Maps and schedules for each route operating in the Service Area.
- (viii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (ix) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (x) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (xi) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip

- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(xii) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(xiii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(xiv) The amount of fund balance allocated to reserves.

(xv) Any other information the Funding Partner reasonably requests.

Additional Reporting. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

For Cause. If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

For Convenience. Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for

inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any

party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

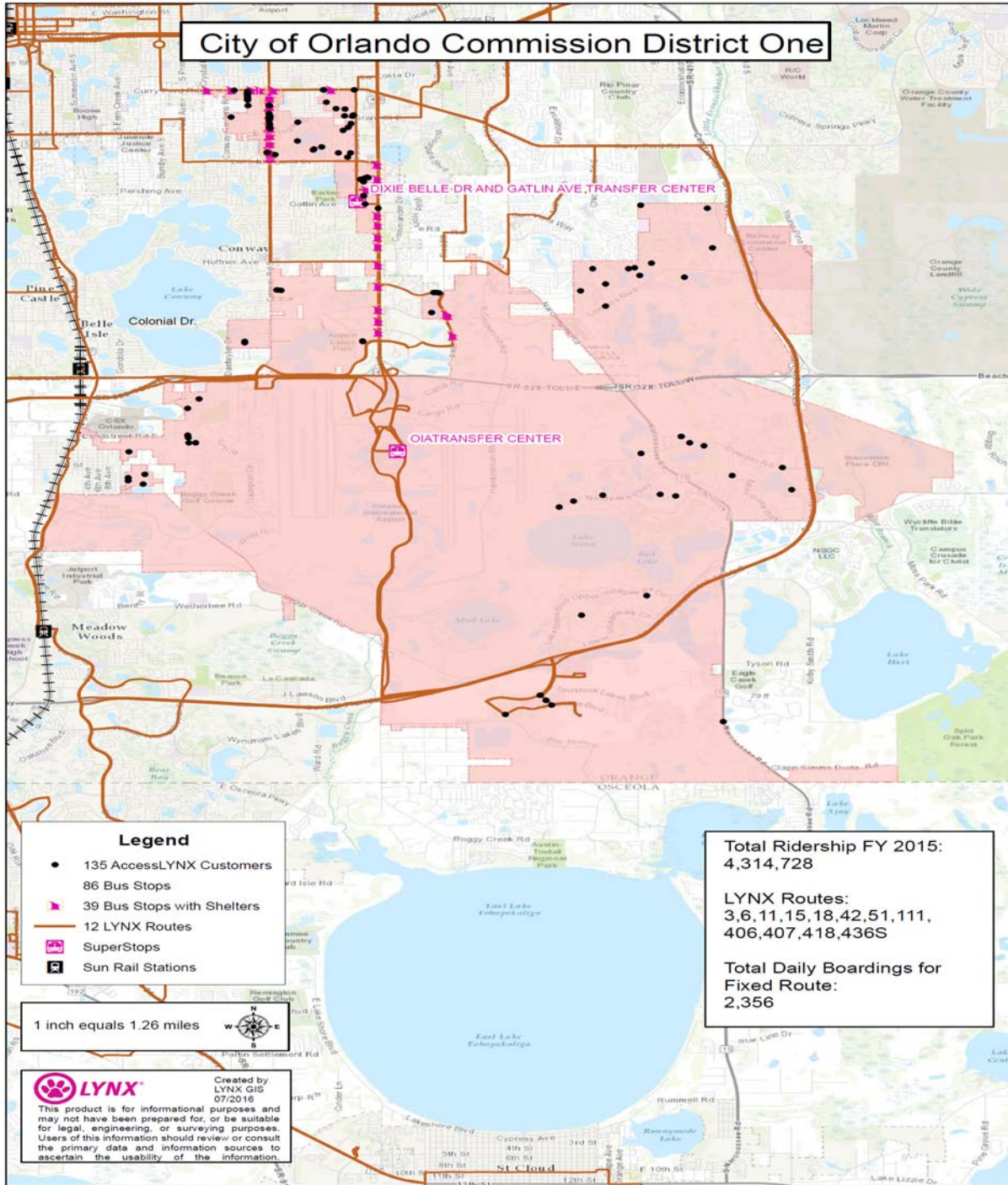
AKERMAN LLP,
Counsel for LYNX

By: _____

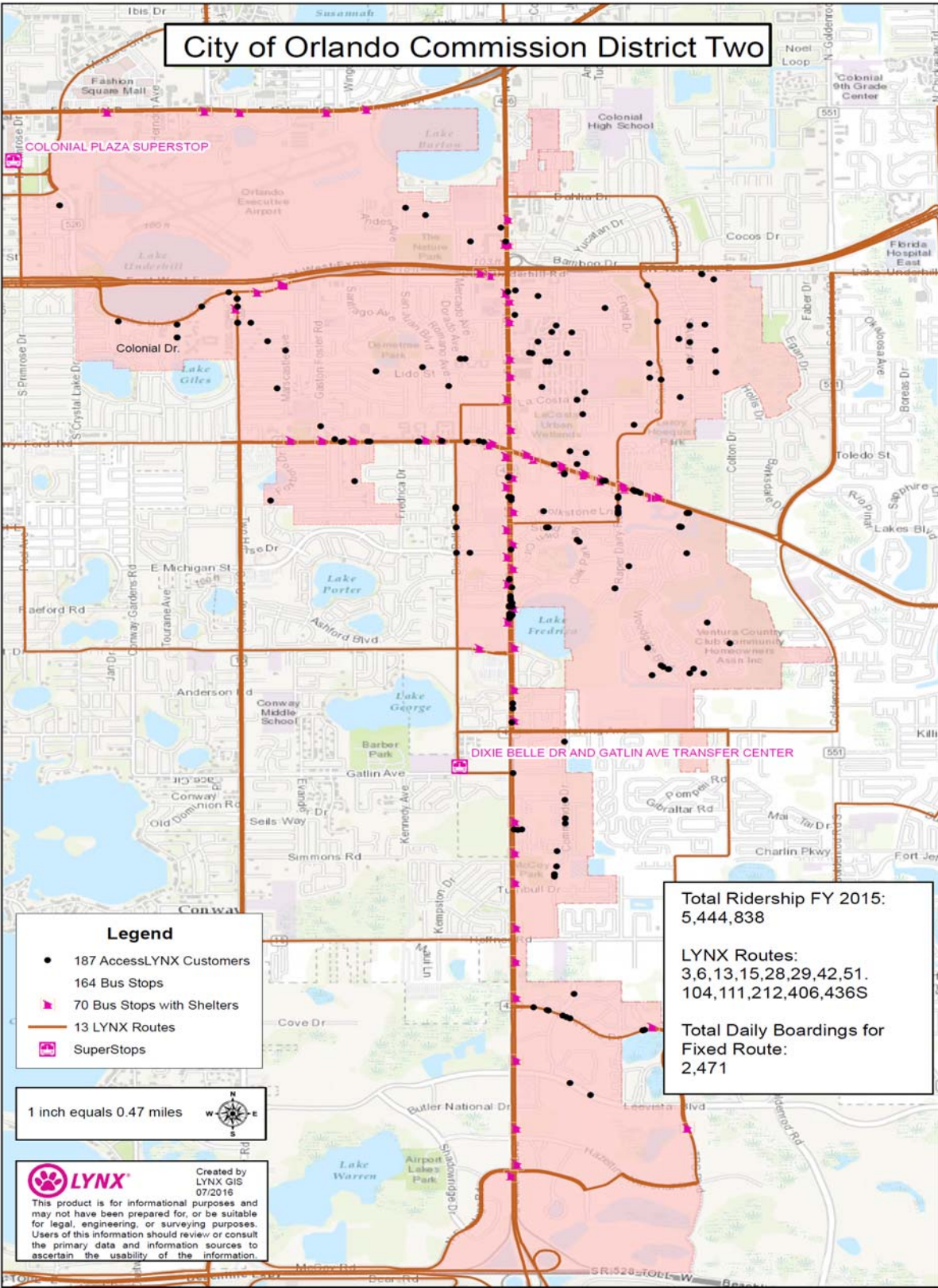
Patrick T. Christiansen, Esq.

Exhibit "A"

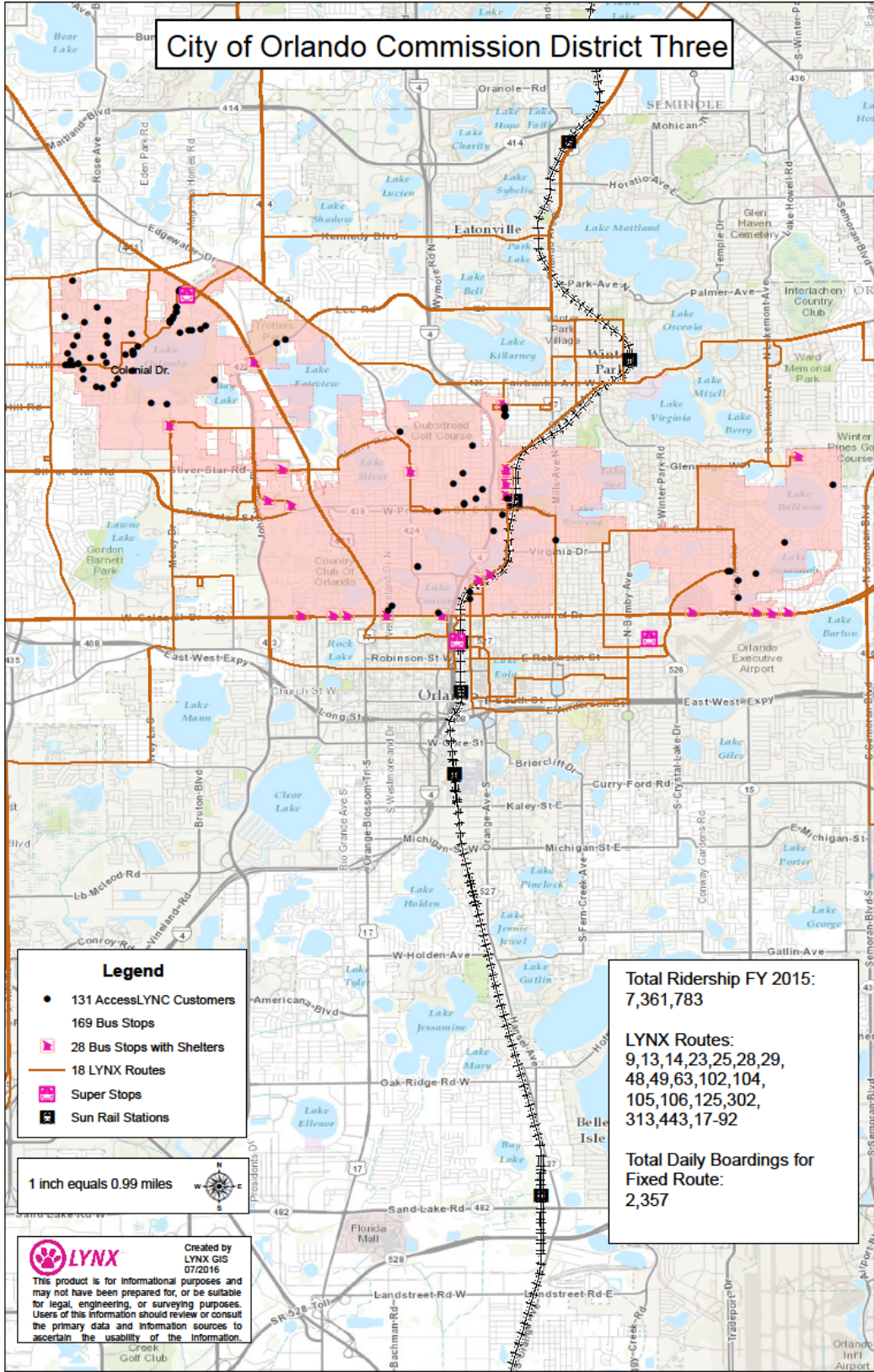
DESCRIPTION OF SERVICE AREA



City of Orlando Commission District Two



City of Orlando Commission District Three



- Legend**
- 131 AccessLYNC Customers
 - 169 Bus Stops
 - 🏠 28 Bus Stops with Shelters
 - 🚍 18 LYNX Routes
 - 🚏 Super Stops
 - 🚉 Sun Rail Stations

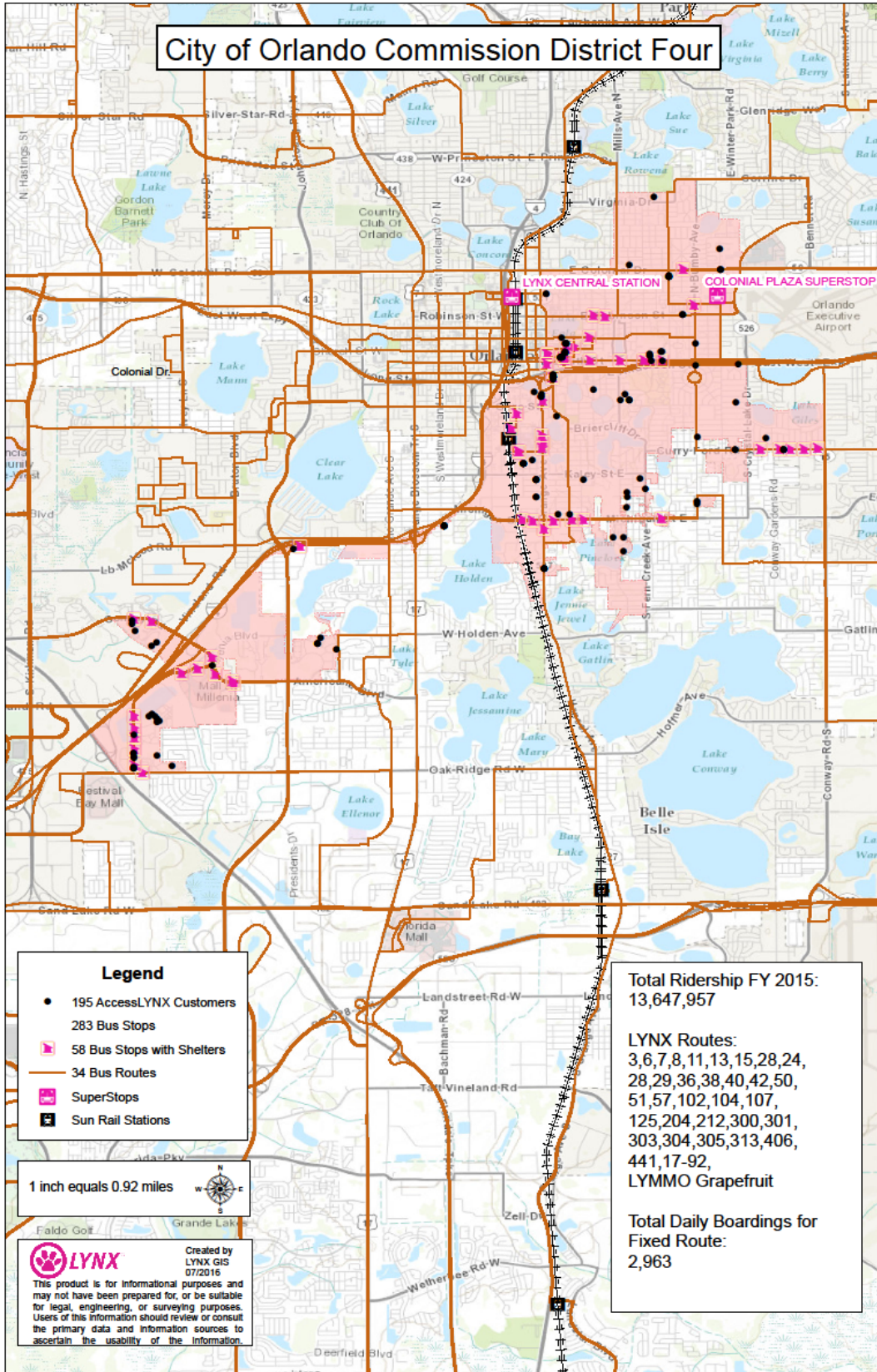
1 inch equals 0.99 miles

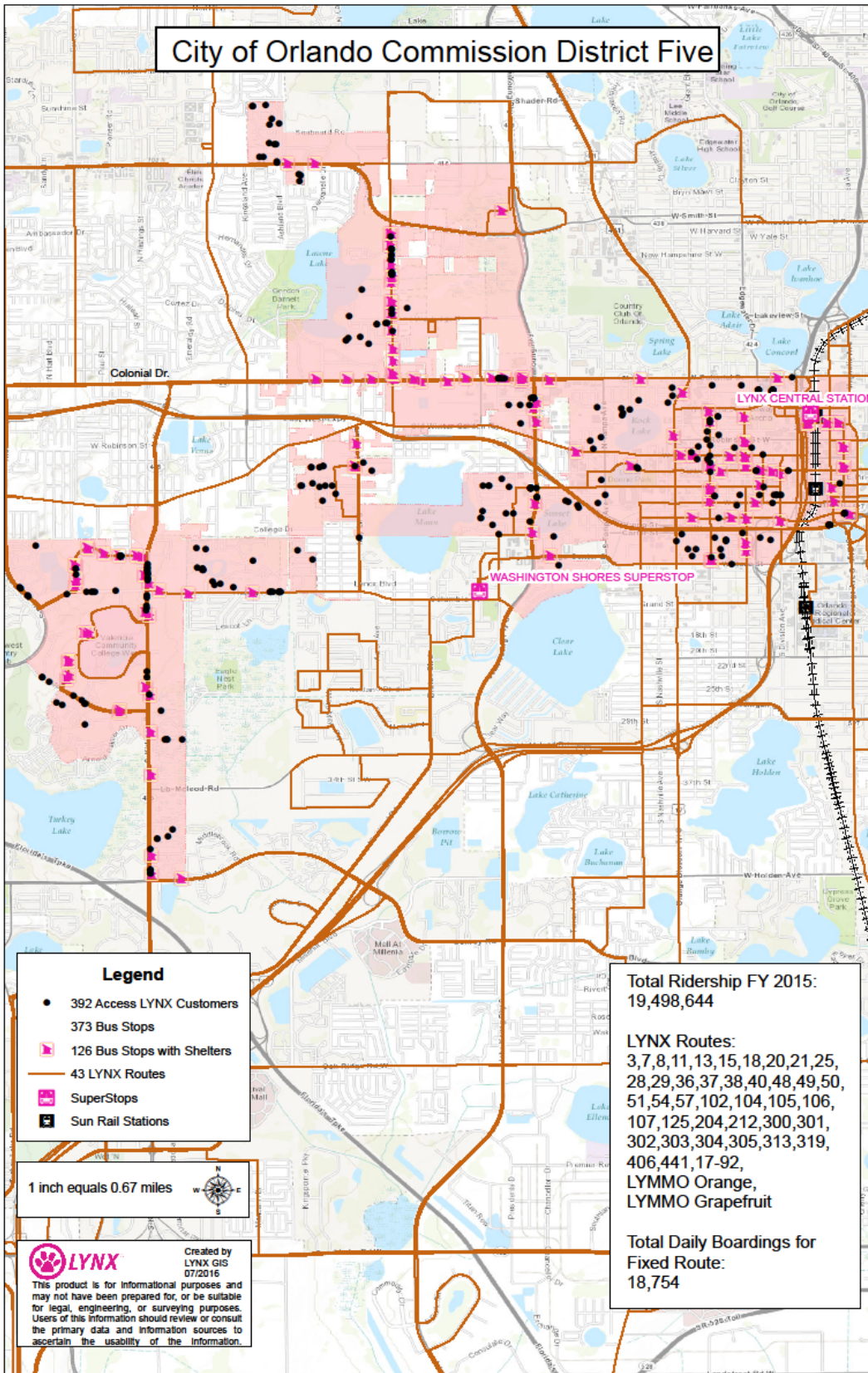
LYNX
 Created by LYNX GIS 07/2016
 This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Total Ridership FY 2015:
 7,361,783

LYNX Routes:
 9, 13, 14, 23, 25, 28, 29,
 48, 49, 63, 102, 104,
 105, 106, 125, 302,
 313, 443, 17-92

Total Daily Boardings for Fixed Route:
 2,357





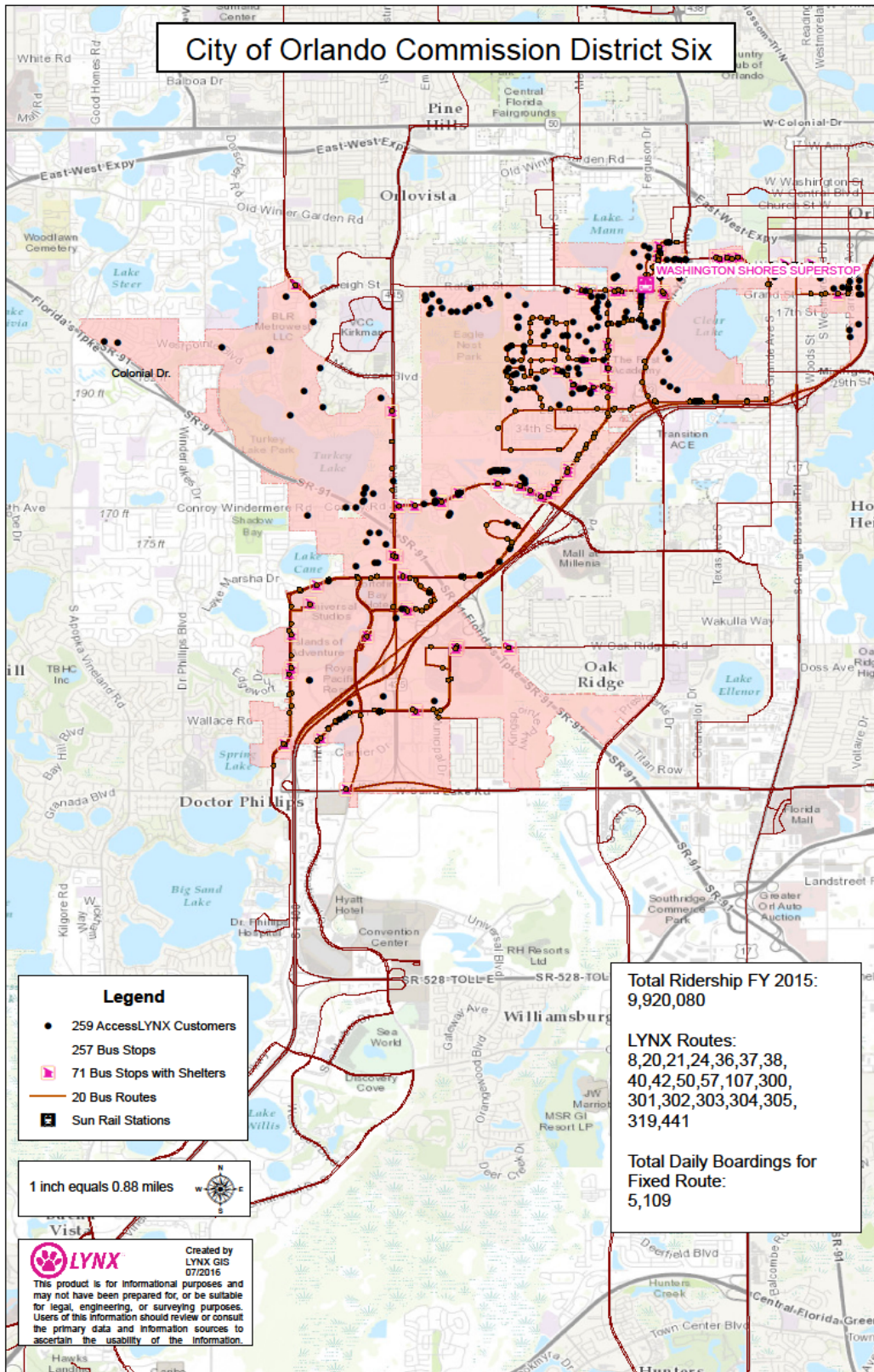


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 4,092,603**

Exhibit B City of Orlando Transit Service Costs For FY2017	
Total City Transit Service Cost	\$ 4,092,603

FY2017 Billing Schedule:	
October 2016	\$ 1,023,151
January 2017	\$ 1,023,151
April 2017	\$ 1,023,151
July 2017	\$ 1,023,150
Annual Funding Request from City	\$ 4,092,603

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate four million ninety-two thousand six hundred three dollars and zero cents (\$4,092,603) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within the City of Orlando in accordance with this Agreement and to be allocated as follows:

i. The base operating expenditures funding of \$4,092,603 shall be for fixed route bus service, the FastLink 406, and other agreed upon services.

26. The LYMMO services will be invoiced in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

27. The SR 436 corridor study in the amount of \$450,000 will be invoiced in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$41,805,229	*	\$ -	\$ (190,000)	\$41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>		\$ -	\$ (1,095,000)	<u>\$ 61,347,837</u>
St. Cloud	\$ -		\$ -	\$ -	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>		\$ -	\$ -	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>		\$ -	\$ (1,095,000)	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160		\$ -	\$ -	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>		\$ -	\$ -	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>		\$ -	\$ (1,095,000)	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

SERVICE FUNDING AGREEMENT
by and between
ORANGE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 26, 2016 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Ajit Lalchandani, County Administrator

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager, OMB

With copy to: Orange County Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Director, Office of Regional Mobility

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Martha O. Haynie, County
Comptroller as Clerk to the Board of
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

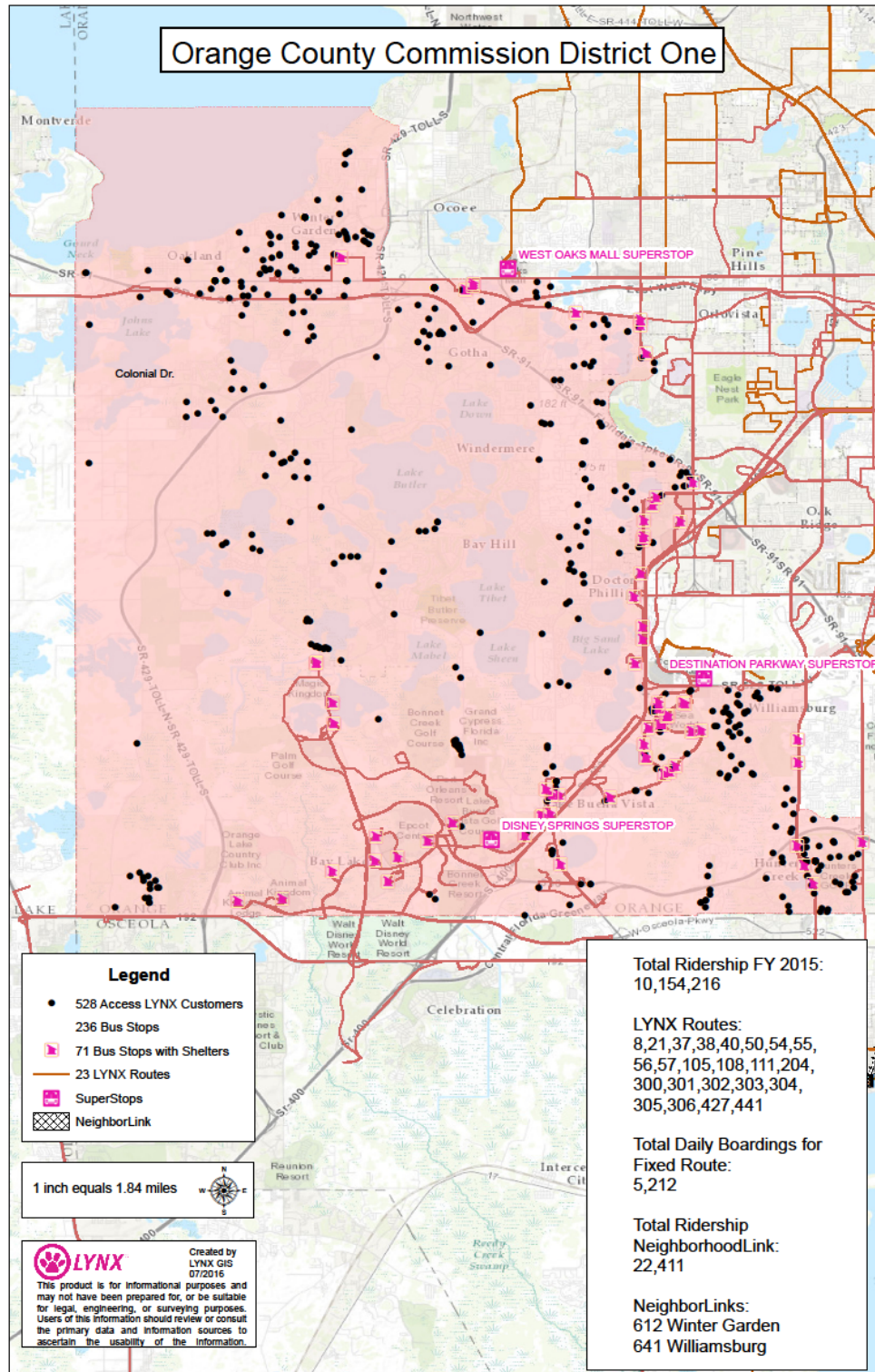
AKERMAN LLP,
Counsel for LYNX

By: _____

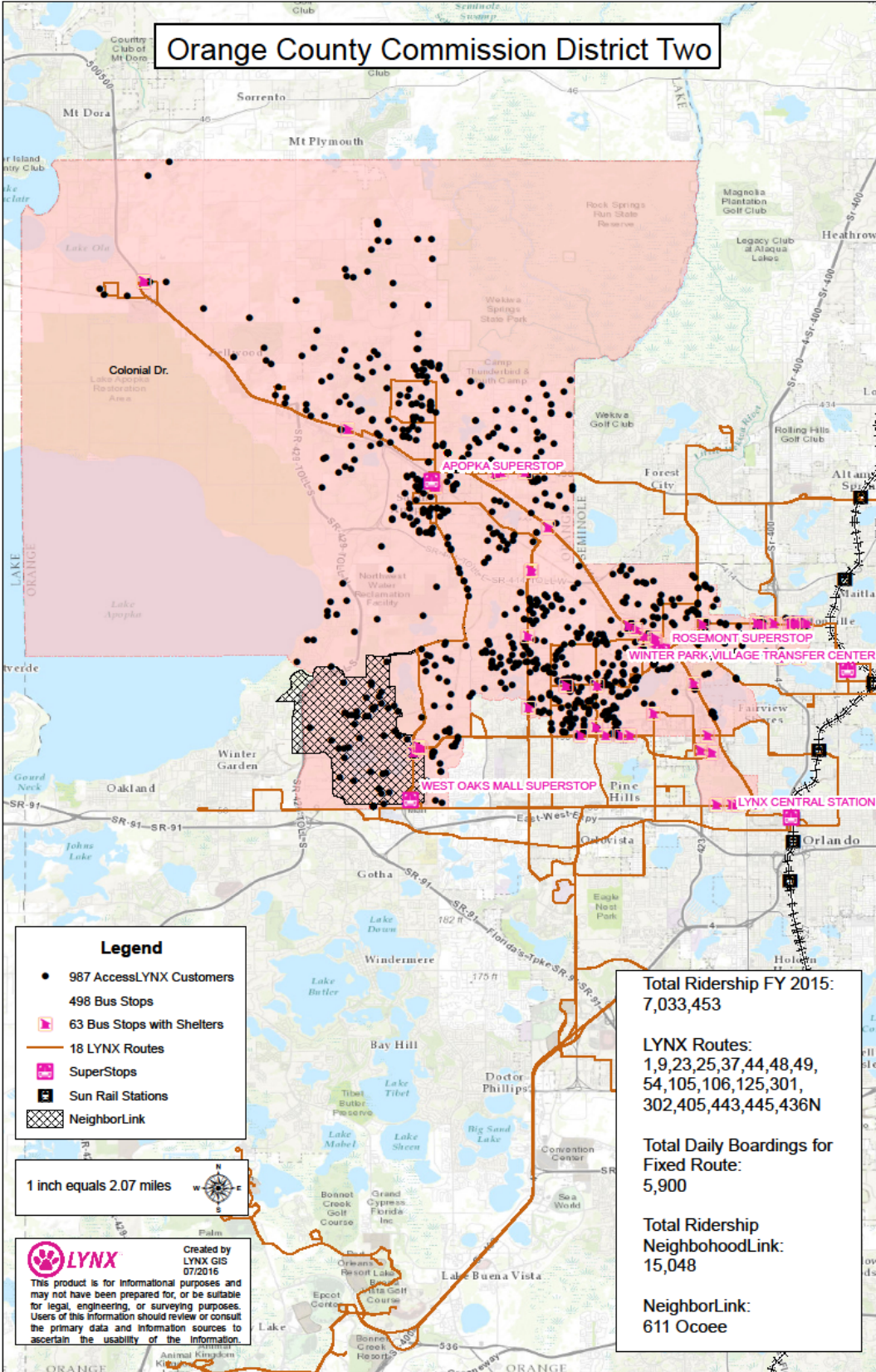
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA



Orange County Commission District Two



Legend

- 987 AccessLYNX Customers
- 498 Bus Stops
- 🏠 63 Bus Stops with Shelters
- 🚍 18 LYNX Routes
- 🚏 SuperStops
- 🚆 Sun Rail Stations
- 🏠 NeighborLink

1 inch equals 2.07 miles

LYNX
 Created by LYNX GIS 07/2016
 This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Total Ridership FY 2015:
 7,033,453

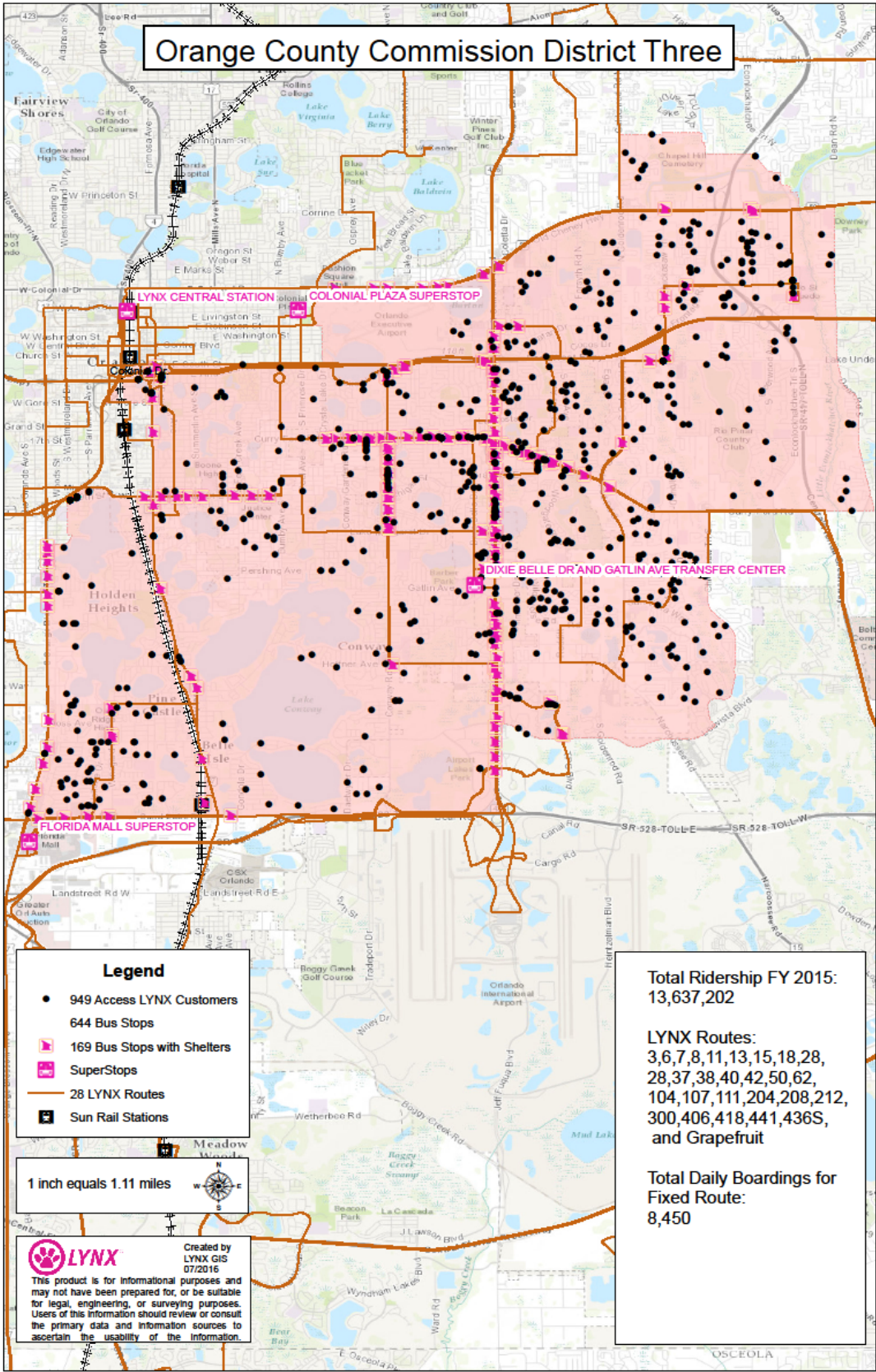
LYNX Routes:
 1,9,23,25,37,44,48,49,
 54,105,106,125,301,
 302,405,443,445,436N

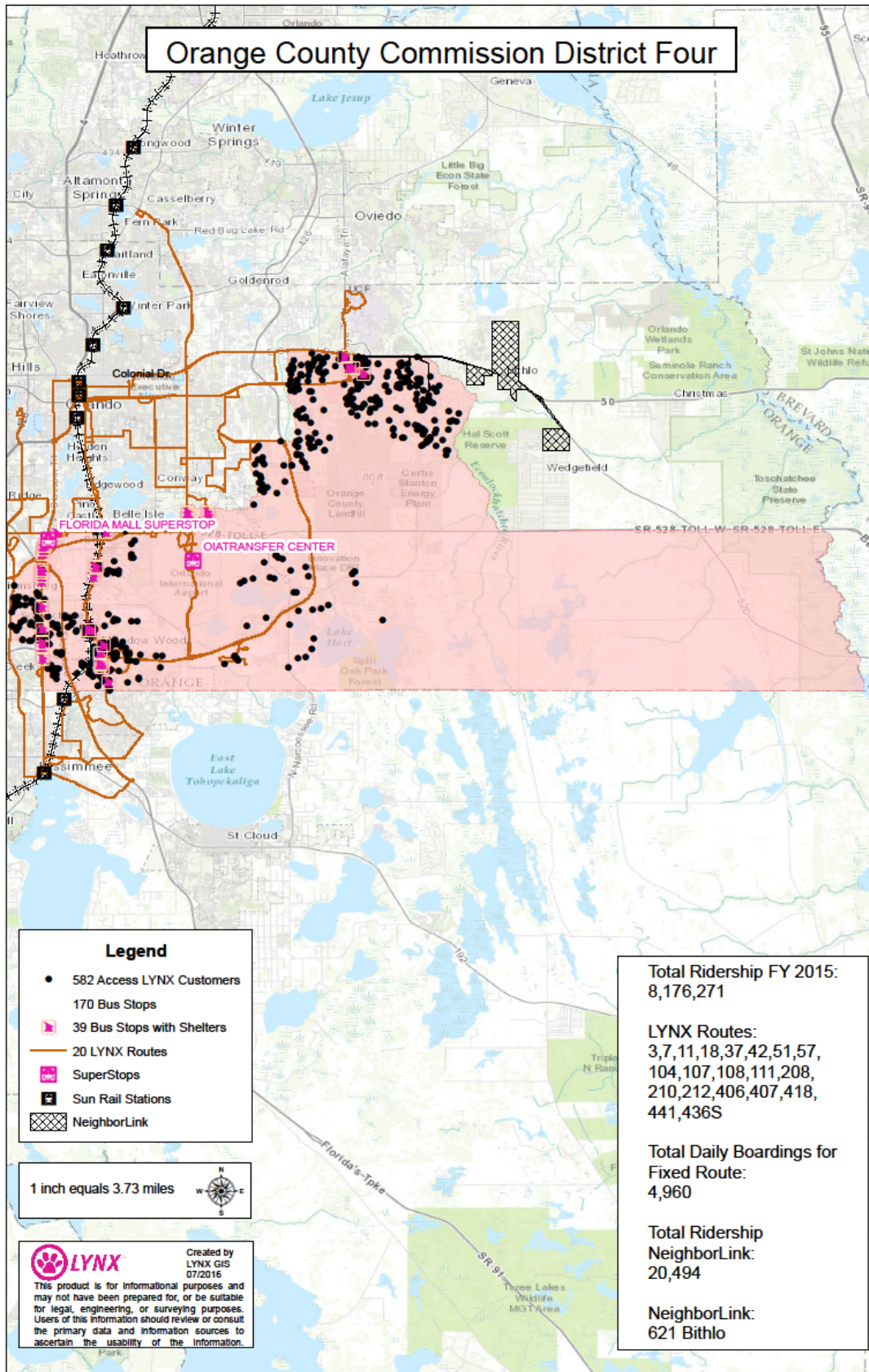
Total Daily Boardings for Fixed Route:
 5,900

Total Ridership NeighborhoodLink:
 15,048

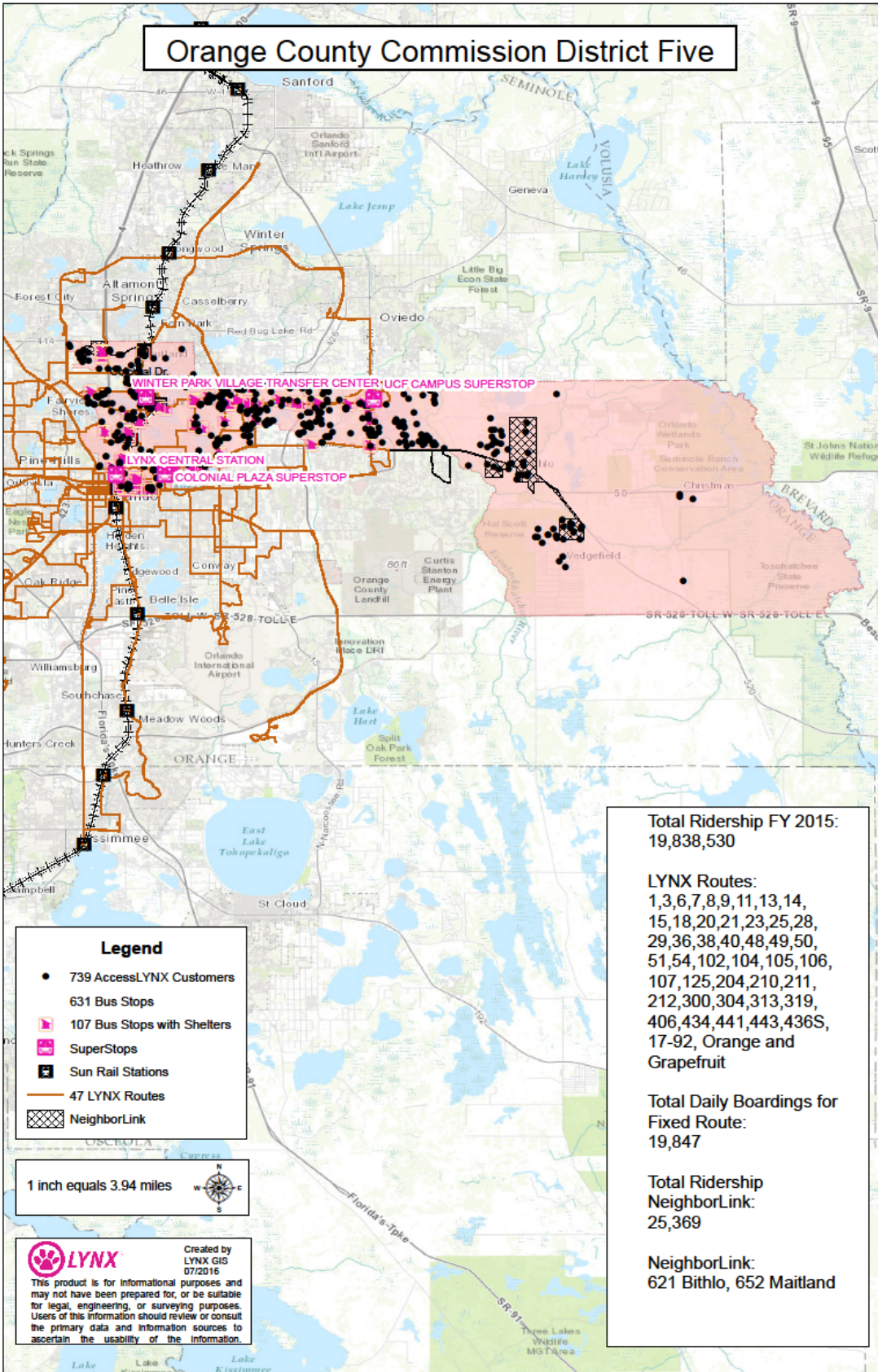
NeighborLink:
 611 Ocoee

Orange County Commission District Three





Orange County Commission District Five



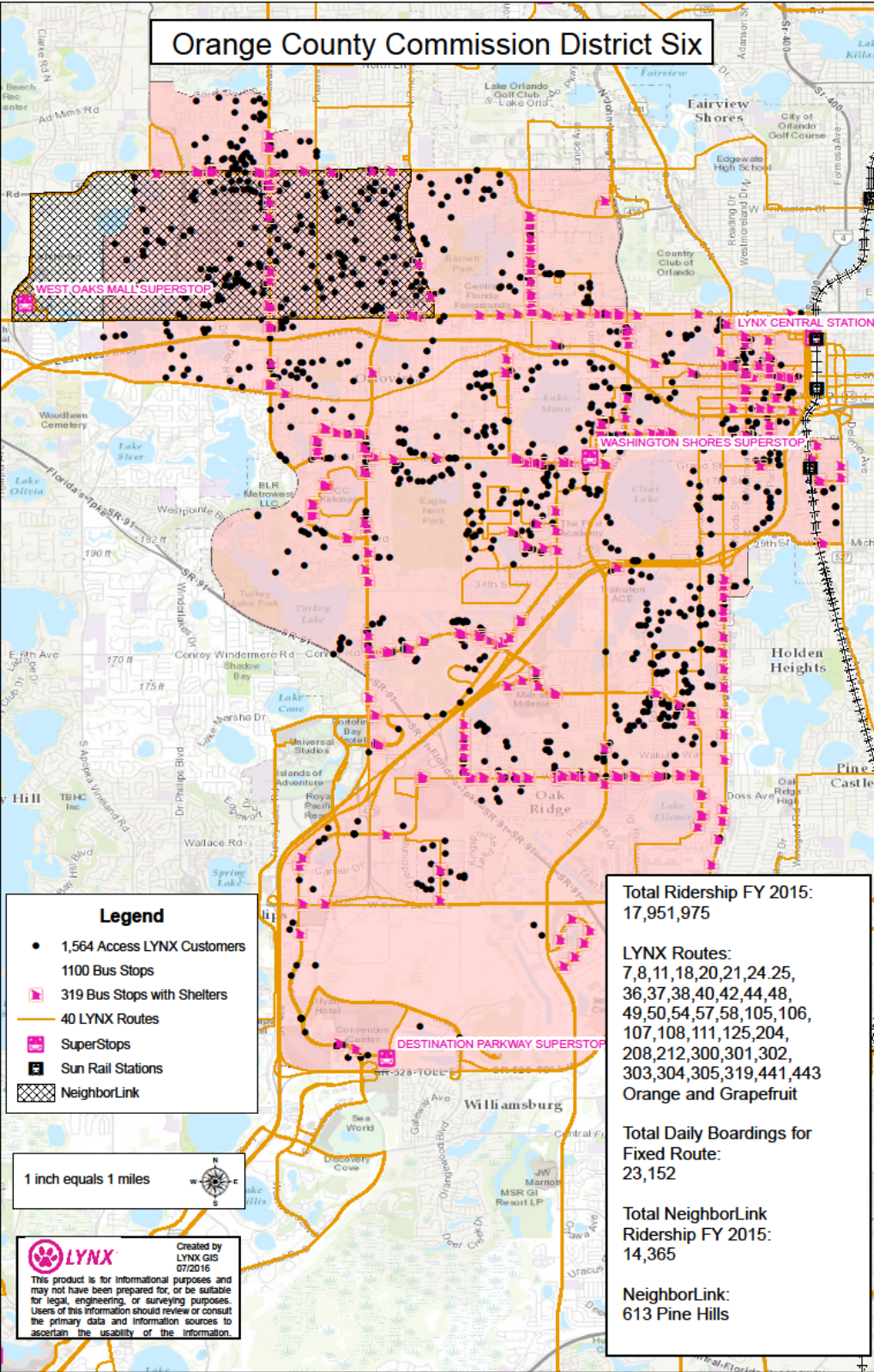


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2016 - September 2017 \$43,313,389

FY2017 Billing Schedule:	
October 2016	\$ 3,609,449
November 2016	\$ 3,609,449
December 2016	\$ 3,609,449
January 2017	\$ 3,609,449
February 2017	\$ 3,609,449
March 2017	\$ 3,609,449
April 2017	\$ 3,609,449
May 2017	\$ 3,609,449
June 2017	\$ 3,609,449
July 2017	\$ 3,609,449
August 2017	\$ 3,609,449
September 2017	\$ 3,609,450
Total Annual Funding Request from County	\$43,313,389

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty-three million three hundred thirteen thousand three hundred eighty-nine dollars and zero cents (\$43,313,389) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$43,313,389 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods LYNX route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

27. The SR 436 corridor study in the amount of \$190,000 will be invoiced in accordance with the terms set forth in a separate interlocal agreement between Orange County and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$41,805,229	*	\$ -	\$ (190,000)	\$41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>		\$ -	\$ (1,095,000)	<u>\$ 61,347,837</u>
St. Cloud	\$ -		\$ -	-	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>		\$ -	-	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>		\$ -	\$ (1,095,000)	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160		\$ -	-	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>		\$ -	-	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>		\$ -	\$ (1,095,000)	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

SERVICE FUNDING AGREEMENT
by and between
SEMINOLE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 5, 2015 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2015 to September 30, 2016 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2016 and ending on September 30, 2017 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2016 and ending on September 30, 2017.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2016 and ending the following September 30, 2017.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Administration.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2017 and ending the following September 30, 2018.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2016 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2017 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Resource Management and Development Services Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2017, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of County
Commissioners of Seminole
County, Florida

By: _____
John Horan, Chairman

For the use and reliance of Seminole
County only.

Date: _____

Approved as to form and legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2016 regular meeting.

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

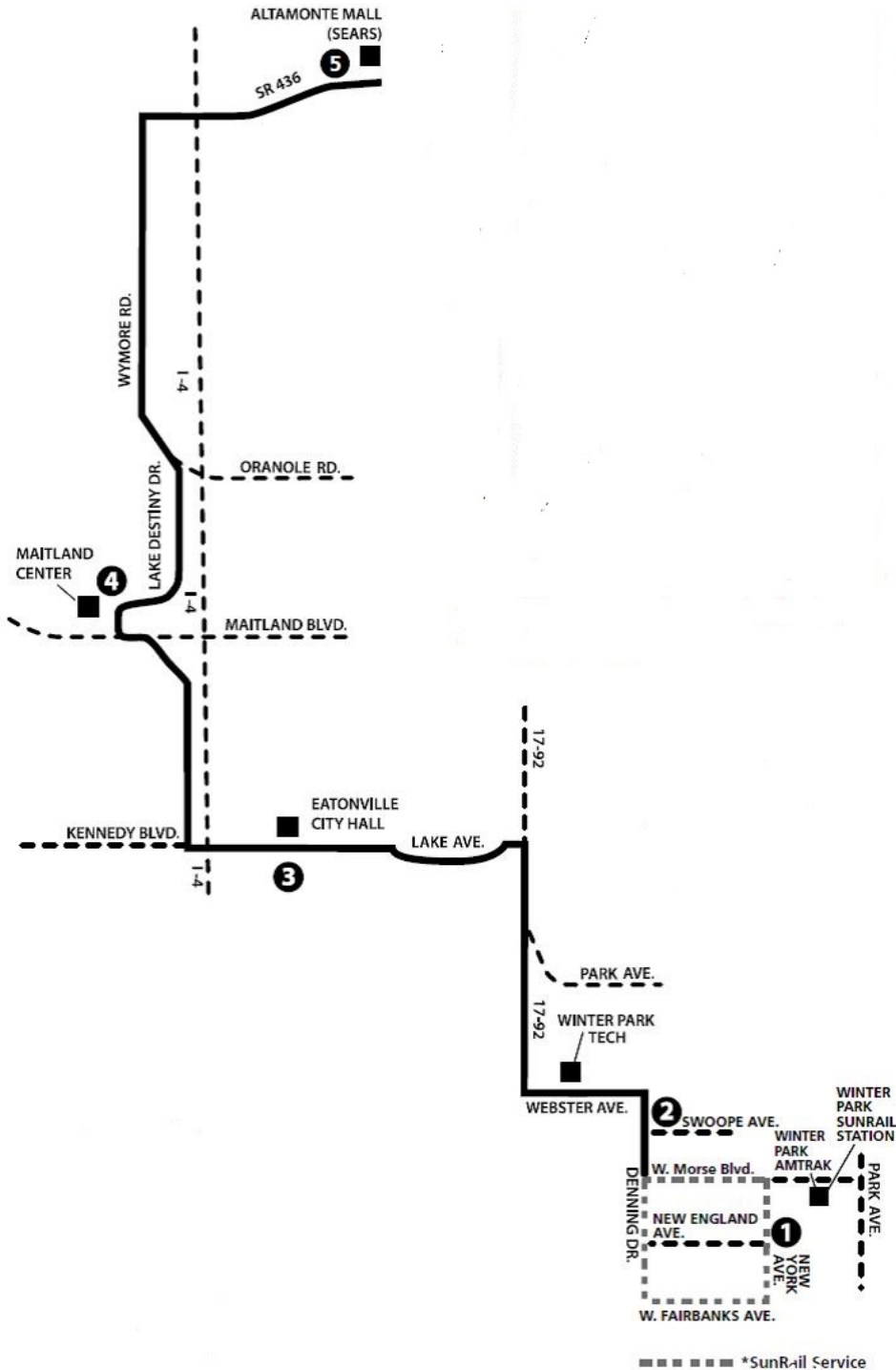
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

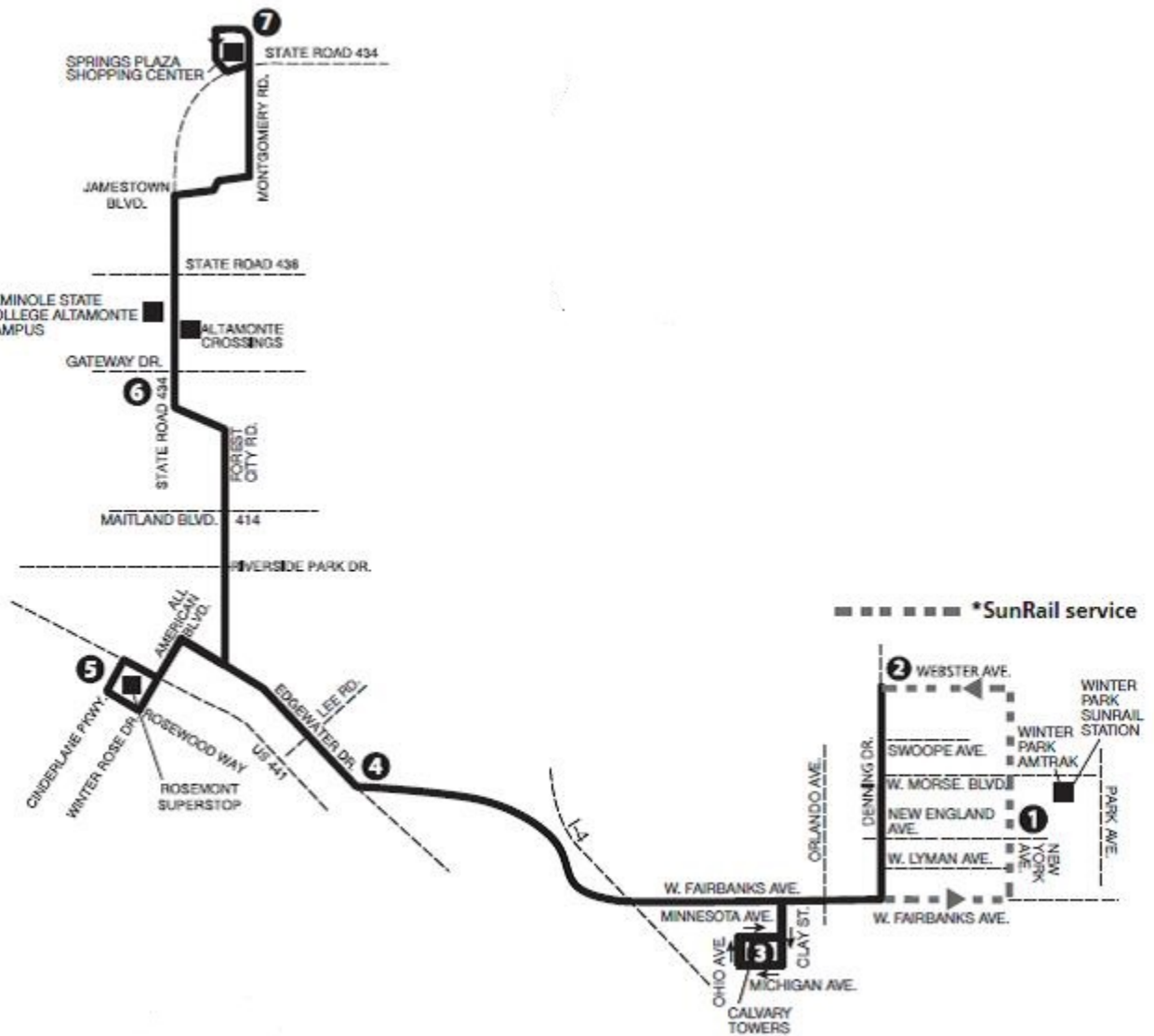
LINK 1 Winter Park/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak



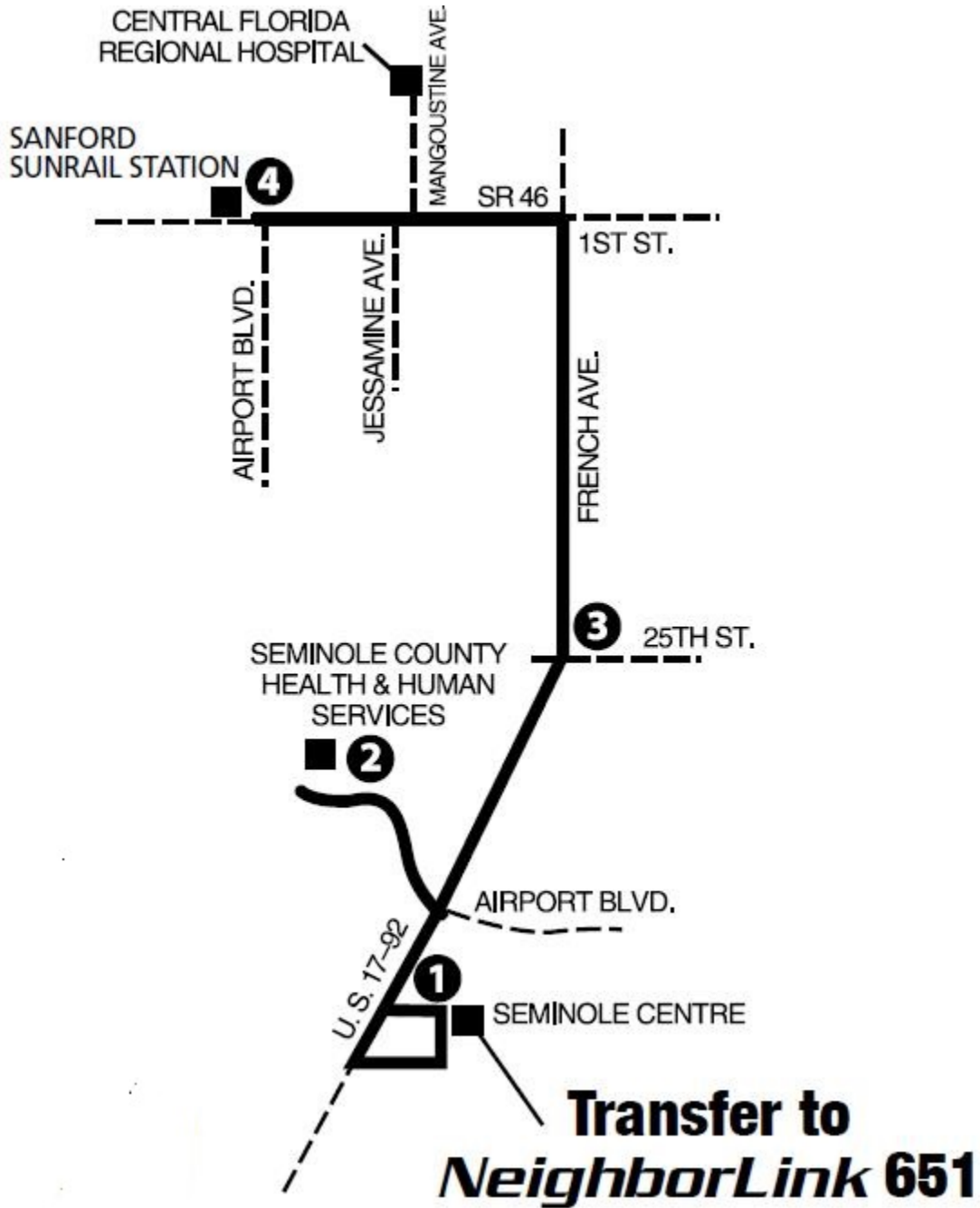
LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Village Shopping Center, Winter Park SunRail Station, and Calvary Towers



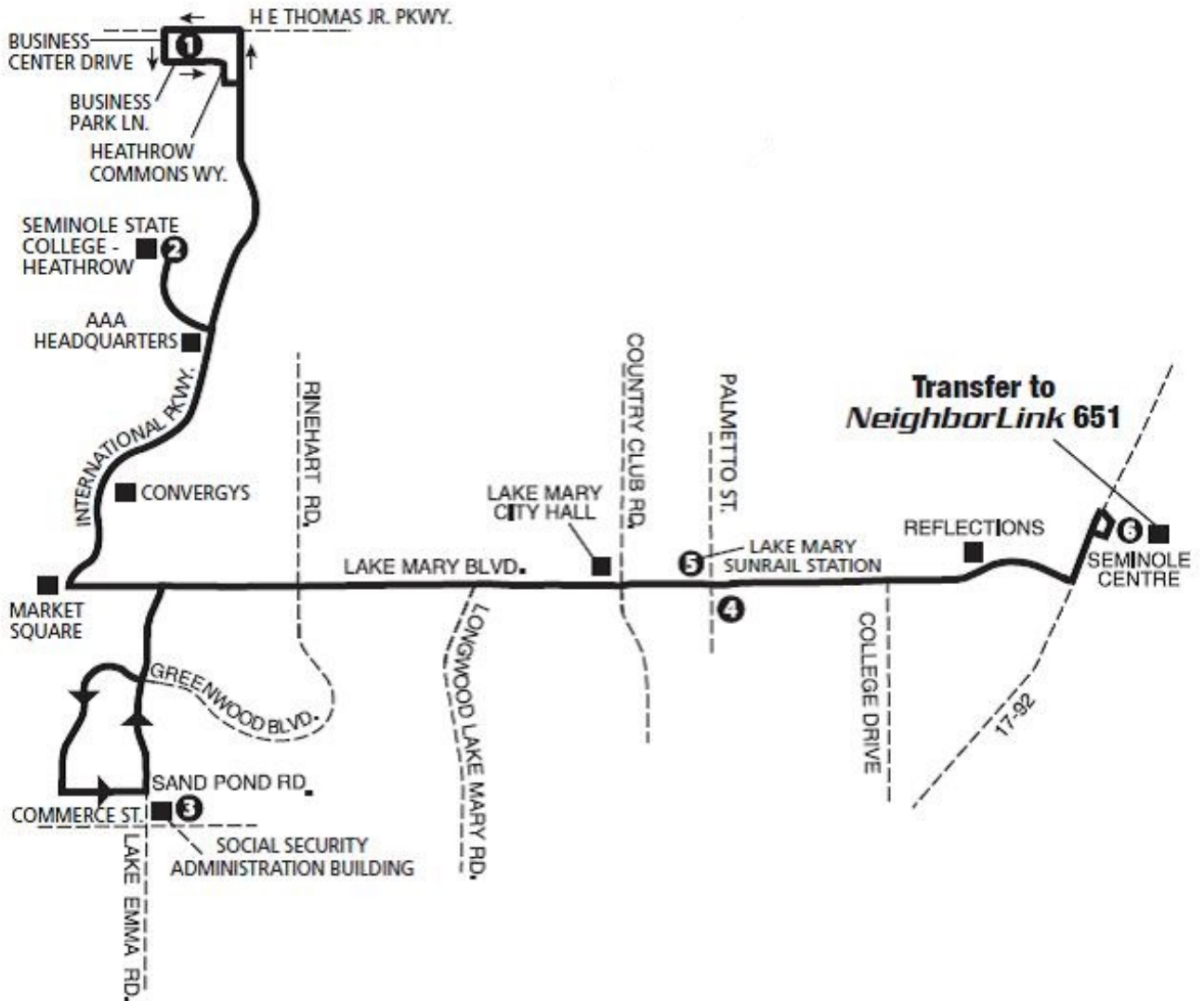
LINK 34 Sanford

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



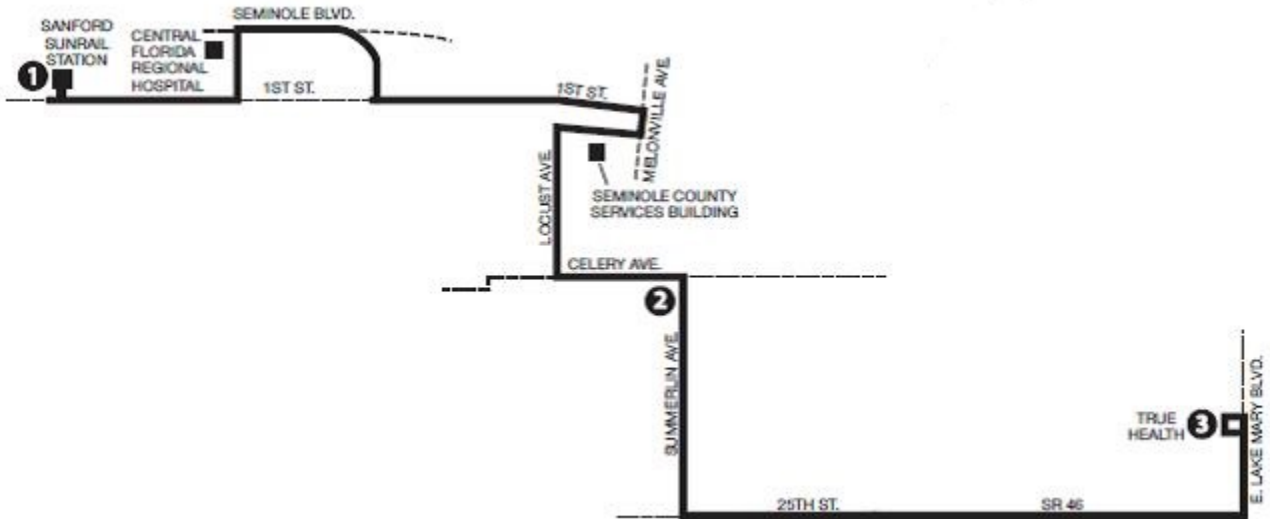
LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College - Heathrow, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



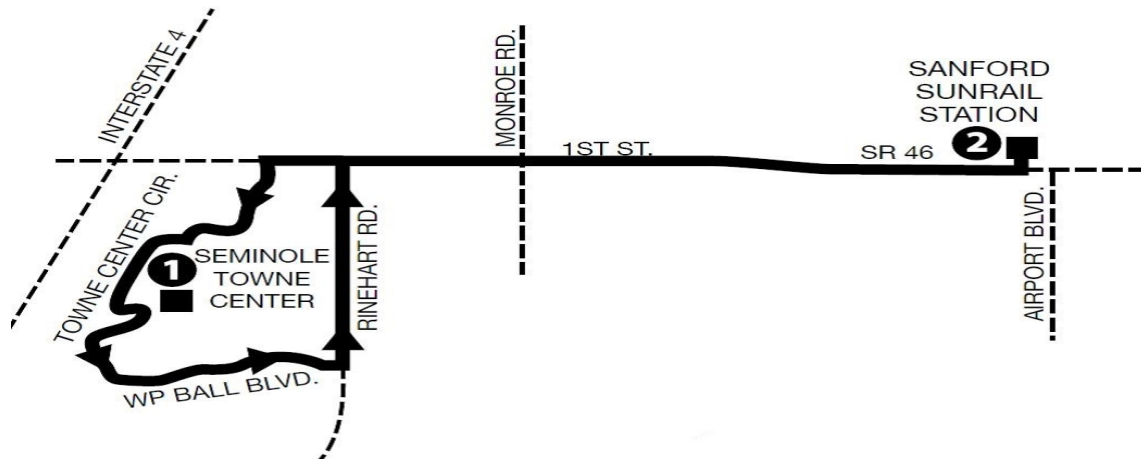
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and Neighborlink 651



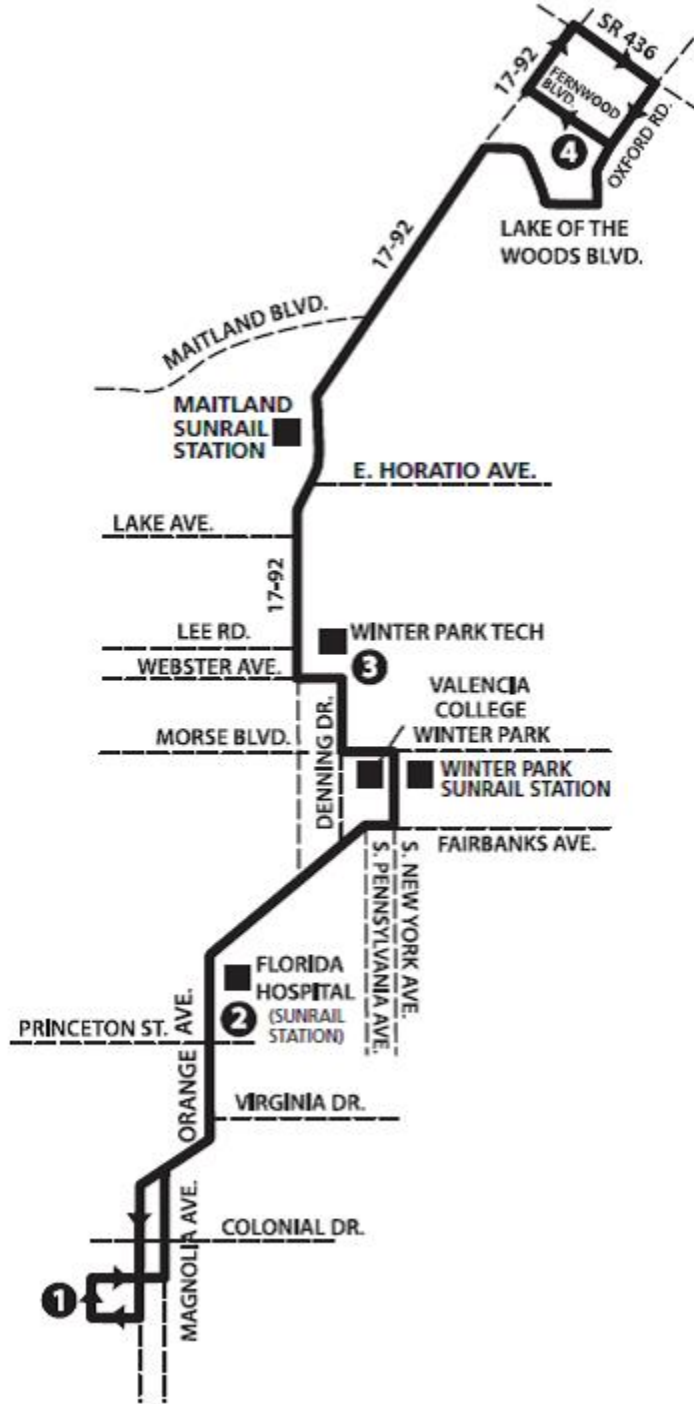
LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station



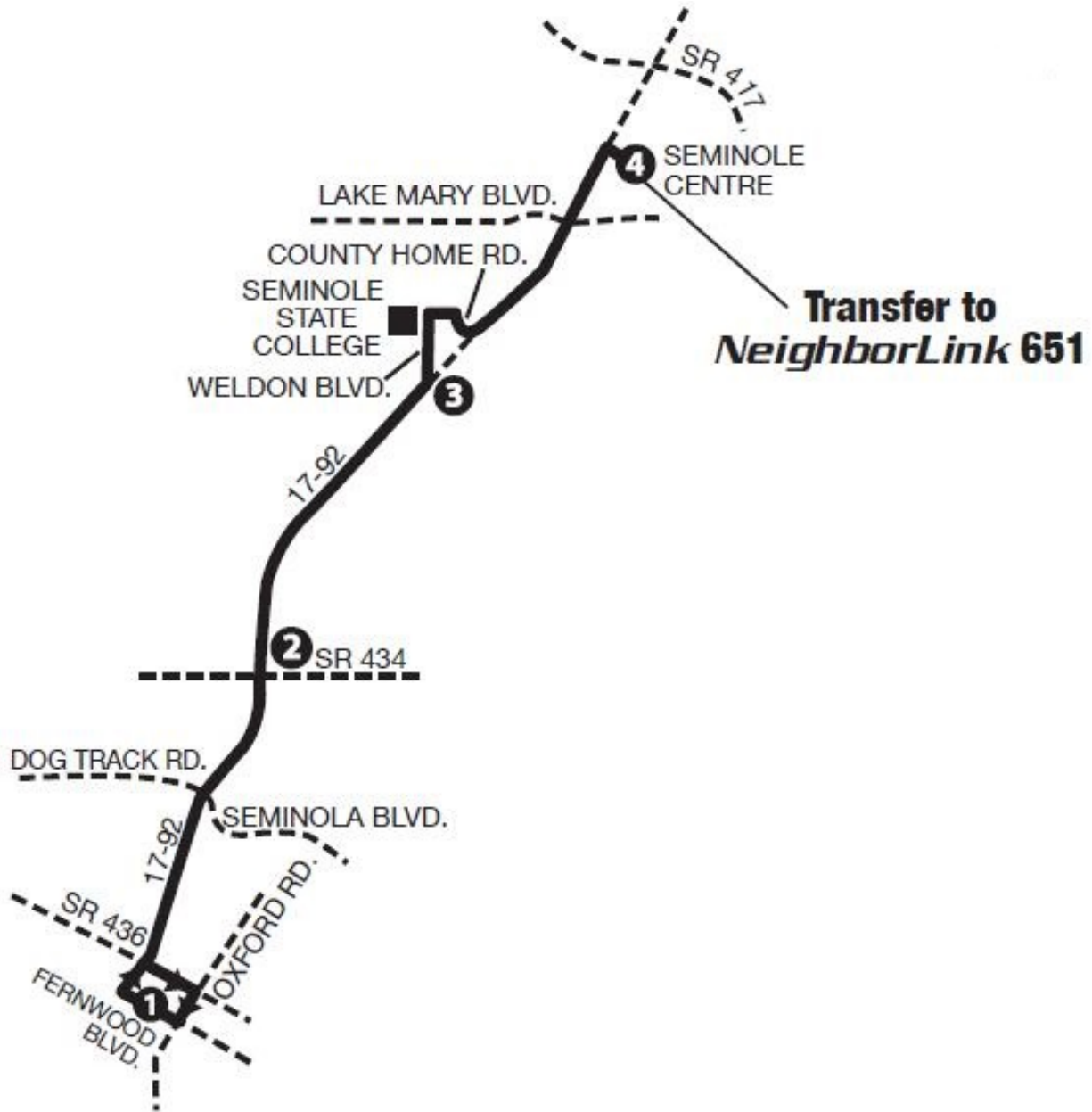
LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



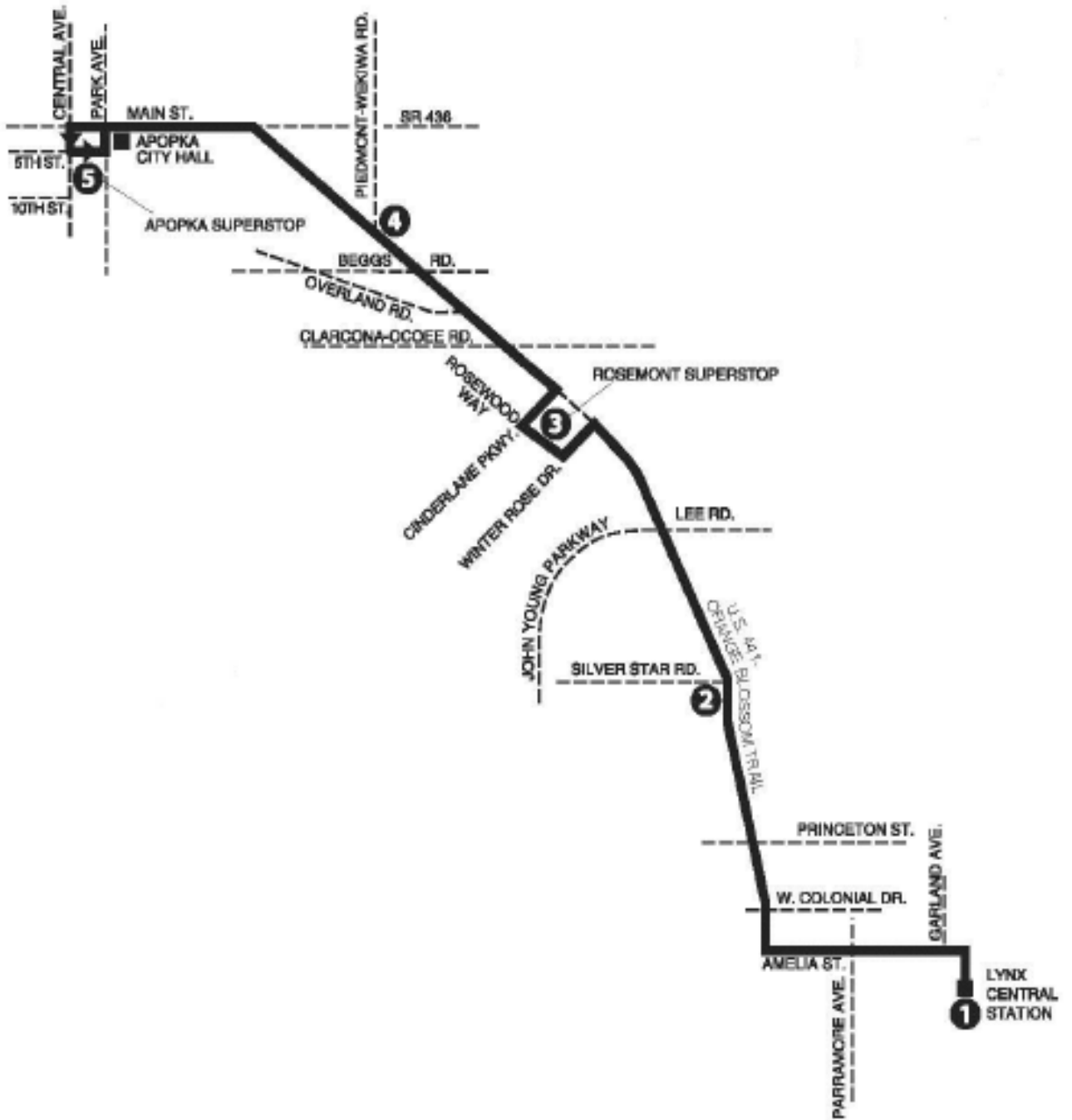
LINK 103 North 17-92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College, and NeighborLink 651



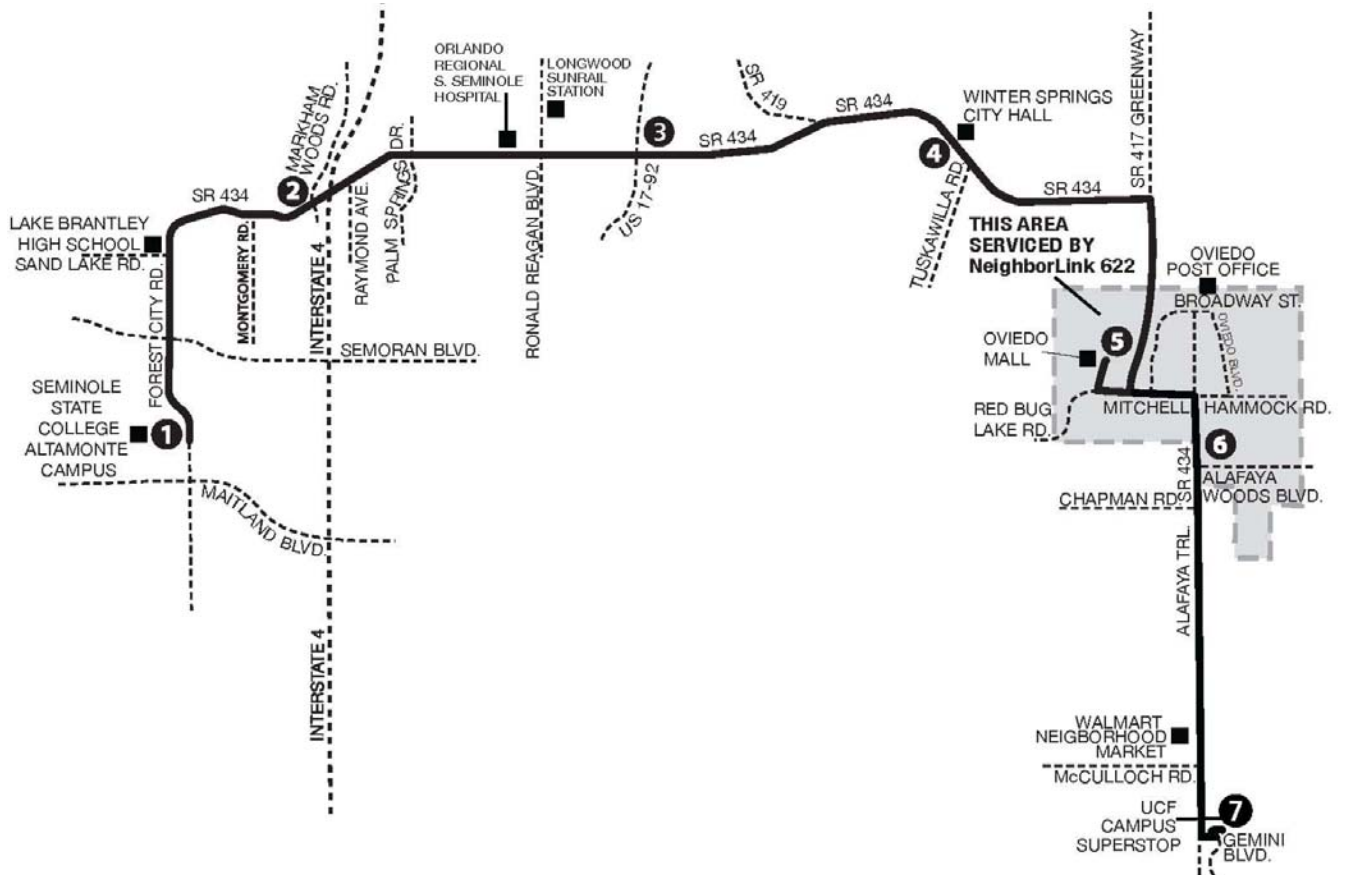
LINK 106 N. US 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



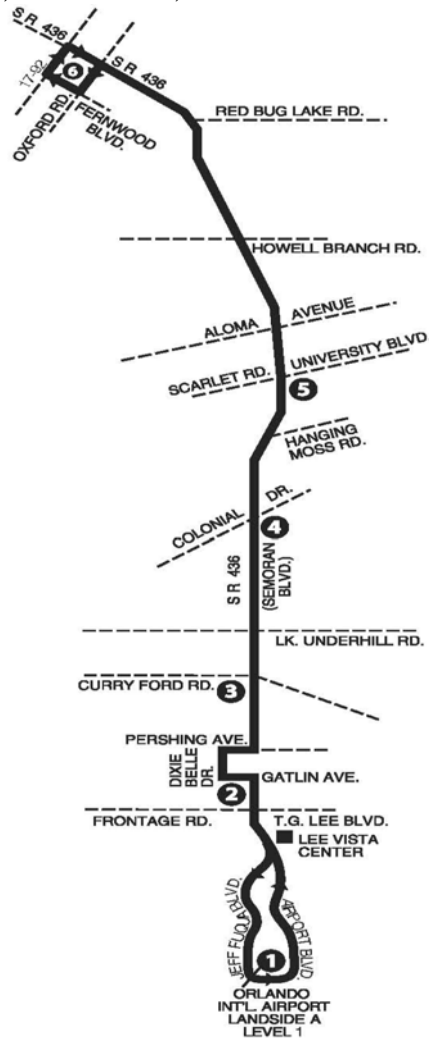
Link 436N SR 436 Crosstown

Serving: Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



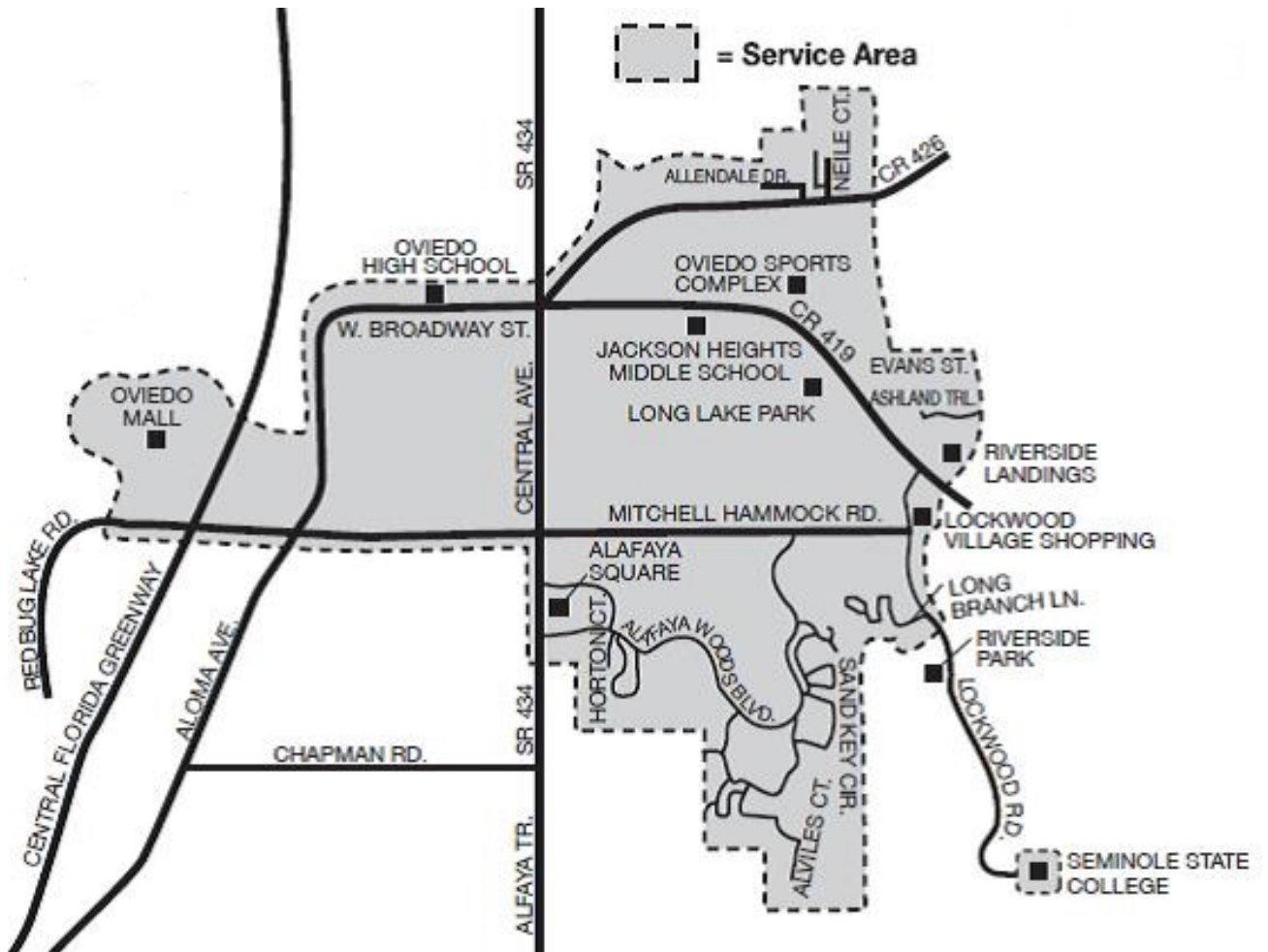
Link 436S SR 436 Crosstown

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, and Link 103

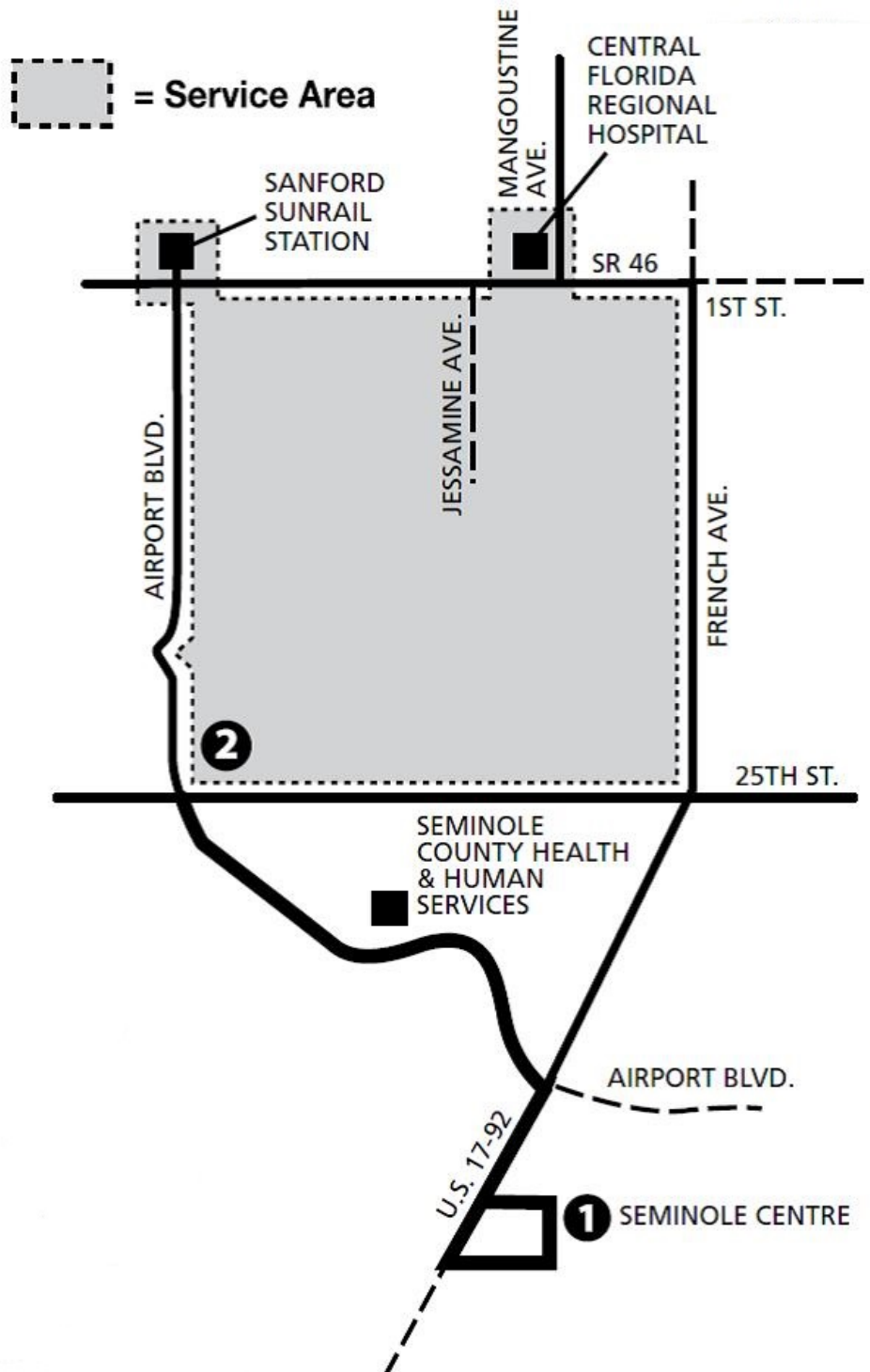


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 6,764,979
---------------------------	--------------

Exhibit A - Seminole County Transit Service Costs For FY2017	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$ 82,112
Link 23	182,781
Link 34	251,625
Link 45	262,215
Link 46 E	337,627
Link 46 W	409,636
Link 102	356,931
Link 103	1,035,175
Link 106	31,667
Link 434 to Oviedo Market	609,692
Link 436 N	819,776
Link 436 S	338,848
Subtotal:	\$ 4,718,085
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	\$ 91,497
NL 651	152,618
Subtotal:	\$ 244,115
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 1,325,818
Transportation Disadvantage (TD) Funding	334,994
Subtotal:	\$ 1,660,812
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$ 215,822
Subtotal:	\$ 215,822
Total FY2017 Funding Request	\$ 6,838,834
Less – One-time Use of Reserves	(73,855)
Funding Requested from County	\$ 6,764,979

<i>City Direct Payments to LYNX</i>	
City of Altamonte Springs	\$ 120,900
City of Sanford	93,000
Subtotal:	\$ 213,900
Total County Transit Service Cost	\$ 6,978,879

FY2017 Billing Schedule:	
October 2016	\$ 563,748
November 2016	\$ 563,748
December 2016	\$ 563,748
January 2017	\$ 563,748
February 2017	\$ 563,748
March 2017	\$ 563,748
April 2017	\$ 563,748
May 2017	\$ 563,748
June 2017	\$ 563,748
July 2017	\$ 563,749
August 2017	\$ 563,749
September 2017	\$ 563,749
Annual Funding Request from County	\$ 6,764,979

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate six million seven hundred sixty-four thousand nine hundred seventy-nine dollars and zero cents (\$6,764,979) to LYNX for fiscal year 2016-2017 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$6,764,979 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

26. Service Area means generally unincorporated Seminole County, but may include, on a case-by-case basis, municipalities within Seminole County, other than the City of Altamonte Springs and the City of Sanford.

27. The SR 436 corridor study in the amount of \$455,000 will be invoiced in accordance with the terms set forth in a separate interlocal agreement between Seminole County and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2017 Local Funding Amounts					
	FY2017 Funding Model Amount	*	Prepays/ Service Changes	State Road 436 Corridor Study	FY2017 Funding Agreement
Operating Funding					
Orange County	\$41,805,229	*	\$ -	\$ (190,000)	\$41,615,229
Osceola County	6,889,938	*	-	-	6,889,938
Seminole County	7,004,157	*	-	(455,000)	6,549,157
City of Orlando	4,542,603		-	(450,000)	4,092,603
City of Orlando - LYMMO	2,200,910		-	-	2,200,910
Subtotal	<u>\$ 62,442,837</u>		\$ -	\$ (1,095,000)	<u>\$ 61,347,837</u>
St. Cloud	\$ -		\$ -	-	\$ -
Altamonte Springs	120,900		-	-	120,900
Sanford	93,000		-	-	93,000
Lake County	264,013		-	-	264,013
Subtotal	<u>\$ 477,913</u>		\$ -	-	<u>\$ 477,913</u>
Subtotal Operating Funding	<u>\$ 62,920,750</u>		\$ -	\$ (1,095,000)	<u>\$ 61,825,750</u>
Capital Contributions					
Orange County	\$ 1,698,160		\$ -	-	\$ 1,698,160
Osceola County	198,914		-	-	198,914
Seminole County	215,822		-	-	215,822
Subtotal	<u>\$ 2,112,896</u>		\$ -	-	<u>\$ 2,112,896</u>
Total Local Funds	<u>\$ 65,033,646</u>		\$ -	\$ (1,095,000)	<u>\$ 63,938,646</u>
* The FY2017 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements by \$1,946,397.					

Information Item A: Parramore BRT Project Update

To: LYNX Board of Directors

From: **Douglas Robinson**
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
Jeffrey Reine
(Technical Contact)
D'Hasheem Alkebulan
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Parramore BRT Project Update

Date: 9/22/2016

Background

LYNX and Balfour Beatty Construction, LLC (BBC) entered into Contract No. 14-C26 for the construction of the Parramore (Lime Line) Bus Rapid Transit (BRT) Project on February 24, 2015 and Notice to Proceed (NTP) for construction was given March 26, 2015. In May 2016, the Guaranteed Maximum Price (GMP) for the contract was amended to \$12,383,067. The total LYMMO Parramore BRT project budget includes contingency of \$1,083,918.

This contract is separated into three discrete sub-projects as follows:

- Project A: Bus Rapid Transit (BRT) Lime Line: BBC was awarded a GMP of \$11,444,021. The total project contingency for the BRT construction is \$1,030,198.
- Project B: Environmental Remediation: BBC was awarded a GMP of \$587,459. The total project contingency for the environmental remediation effort is \$53,720.
- Project C: Excavation of Unsuitable Materials: The City of Orlando has approved the use of \$327,912. Negotiations with BBC are ongoing regarding additional General Conditions requested by the contractor in the amount of \$90,527.

Project A Lime Line Construction Change Orders

The following table represents the change orders previously authorized by the LYNX Board of Directors for the Parramore BRT project:

Change Order #	Description – Parramore BRT Project	Amount
1	City of Orlando Permitting Fees	\$ 241,000
2	I-4 Ultimate Project – Deductive	(243,385)
3	Depression in soil – Livingston Street Right-of-way (Delete)	-
4	I-4 Ultimate Project – Professional Services*	17,218
5	Soft Utility Deduct for Time Warner & AT&T	(50,777)
6	UCF Sanitary Sewer Stub out*	4,290
7	OUC Added Electrical Scope*	39,155
8	Sidewalk Blending	1,853
9	Salvage and Palletize Brick Pavers *	41,992
10	Davis Bacon Wages Adjustment	70,897
11	Cutting & Patching at Asphalt Islands	970
12	Contractor Fee on Permit	14,460
13	Pole Sign and Bracket Sign	15,901
14	HDPE Pipe Change to Elliptical Pipe*	2,881
15	UCF Additions Plan Revisions No. 3*	6,747
16	Removal of 16” Abandoned Gas Line	1,706
17	Totem Hardware/Electronics*	22,633
18	Cardno Additional Post Design Professional Services*	101,557
19	Existing Lighting Repairs*	10,115
20	Tree Trimming	2,310
21	Existing Mast Arm Removal*	7,272
22	Existing Water Main/Fire Main at Bob Carr*	75,548
23	Added Sidewalk at Hughey Station*	3,412
24	Lower Existing Irrigation at Bentley*	-
25	Drill and Tap Bolts at Shelters*	3,790
26	Metal Tree frames	45,000
27	Relocate existing irrigation at Bob Carr*	14,042
Total Proposed BRT Project Changes		\$ 450,587

*Represents Added Scope Changes and an increase to the GMP.

The following change orders have been added or modified since the May Board meeting and are summarized below:

- **Change Order #22 Existing Water Main/Fire Main at Bob Carr**

The revised estimated cost of this change is \$75,548. However, LYNX is still determining final cost and entitlement.

- **Change Order #26 Metal Tree Frames**

This change order is needed as a result of a scope gap in the construction of the tree wells as part of a value engineering exercise to reduce the cost of the project to meet budget constraints. Approximately 50 tree wells will be constructed as part of the landscaping work along Livingston Street and Terry Avenue but will not include a tree or tree grate. However, for future installation a metal tree frame will need to be installed as cast in place per City Streetscape Guidelines. The estimated cost of the materials, shipping, additional concrete work, and overhead is estimated at \$45,000. This change will not increase the GMP

- **Change Order #27 Relocate Existing Irrigation at Bob Carr**

This change order is necessary to relocate existing irrigation lines on the north side of Livingston Street that serve the Bob Carr Theater landscaping. As a result of the widening of Bob Carr these irrigation lines are underneath the planned sidewalks. In order to maintain service and access to maintain the lines in the future, these lines need to be relocated. Final cost will be based on time and materials and not to exceed \$14,042.

As a result of the changes previously approved and those proposed herein, the contingency associated with the Parramore BRT project will decrease by \$439,550, excluding the UCF change orders.

Project B: Lime Line Environmental Remediation Change Orders

One change order was previously authorized for the Parramore Environmental Remediation project and is shown in the table below. A second change order is included and requires additional contingency funding in the amount of \$44,547.

Change Order #	Description – Parramore BRT Project	Amount
B-1	Dewatering Fee*	4,797
B-2	Additional Environmental Monitoring	48,923
Total Proposed Environmental Changes		\$ 53,720

- **Change Order #B-2 Additional Environmental Monitoring**

Additional time was required to complete the environmental monitoring of the soil remediation plan. The estimated cost of this work is \$93,470, of which \$48,923 in contingency is needed in order to cover the cost. LYNX will need to secure the additional funds prior to proceeding.

Project C: Lime Line Excavation of Unsuitable Materials

At the May 26, 2016 LYNX Board meeting, the LYNX Board of Directors authorized entering into a settlement agreement with BBC to pay for the excavation and handling of unsuitable materials left within the Terry Avenue right of way after the demolition of the former Amway Arena. The City has agreed to provide additional funding in the amount of \$327,912 towards the cost of this additional work. The fully-allocated costs of any and all modifications and/or expansions to the scope of work that is the responsibility of the City of Orlando shall be remitted

LYNX Board Agenda

to LYNX by the City of Orlando. LYNX, the City, and BBC are in ongoing discussions related to final settlement costs related to the contractor's request for additional general conditions in the amount of \$90,527 as part of their original claim.

Information Item B: Notification of Settlement Agreement

To: LYNX Board of Directors

From: David Dees
 DIRECTOR OF RISK MANAGEMENT
 Cynthia Kuffel
 (Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Notification of Settlement Agreement
 Notification of Settlement Agreement Pursuant to Administrative Rule 6

Date: 9/22/2016

LYNX General Liability Settlements June 30, 2016 through August 9, 2016

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Maria Sepulveda	1/31/2014	Patron Accident	\$7,500.00	6/30/2016
Renee Kumar	5/20/2013	Bus Struck MV	\$7,000.00	6/30/2016
David Fitzgerald	4/11/2016	Bus struck MV	\$4,680.00	6/30/2016
Chris Johnson	5/5/2016	Bus struck MV	\$16,321.61	7/14/2016
Christine Debaggis	6/11/2016	Bus struck MV	\$2,430.43	7/14/2016
Marquaz Quinn	5/18/2016	Bus struck MV	\$2,230.32	7/14/2016
Charles Crawford	7/21/2014	Bus struck MV	\$12,000.00	7/14/2016
Barry Compton	6/11/2016	Bus struck MV	\$1,290.49	7/21/2016
Barbara Walker	6/18/2016	Bus struck MV	\$2,561.09	8/4/2016

LYNX Board Agenda

Donna Carver	4/27/2016	Bus struck MV	\$366.28	8/4/2016
Candita Reyes	1/13/2014	Bus struck MV	\$35,000.00	8/4/2016
Licelis Perez	7/28/2015	Bus struck MV	\$6,000.00	8/11/2016
Rachel Pruitt	11/14/2012	Bus struck MV	\$40,000.00	8/18/2016
Tarek Eid	9/25/2014	Bus struck MV	\$15,000.00	8/18/2016
Risedell Roper	4/11/2016	Bus struck MV	\$233.23	8/18/2016
Daniel Turner	3/3/2016	Bus struck MV	\$379.08	8/18/2016
Gotheril Johnson	5/10/2016	Bus struck MV	\$2,717.88	8/18/2016
Yessica Carela	7/7/2016	Bus struck MV	\$1,109.95	8/25/2016
Mears Destination Svcs.	6/10/2016	Bus struck MV	\$351.45	8/25/2016
William Dockery	4/1/2014	Bus struck MV	\$17,000.00	8/26/2016
GEICO aso Shelby Cassell	5/3/2016	Bus struck MV	\$5,200.73	8/26/2016
Mary Denson	11/30/2009	Bus struck pedestrian	\$0.00 (Case was dismissed)	8/23/2016
Sheryl Franklin	2/19/2012	Passenger incident	\$0.00 (Case was dismissed)	8/23/2016

Information Item C: Geographic Information Systems (GIS) Strategic Plan Update

To: LYNX Board of Directors

From: **Douglas Robinson**
DIRECTOR OF PLAN & DEVELOP
Stanimira Bourova
(Technical Contact)
Douglas Robinson
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: FY 2017-2026 Geographic Information Systems (GIS) Strategic Plan

Date: 9/22/2016

BACKGROUND:

LYNX recently completed an update to its ten-year GIS Strategic Plan that was initially created in 2012. The GIS Strategic Plan includes a description of LYNX current GIS technology; a detailed needs assessment of the current and planned location based systems at LYNX; goals and objectives to be achieved in the next ten years; a summary of the current and emerging technologies for Intelligent Transportation Systems (ITS), Information Technology (IT) and GIS; and a list of recommendations of how to meet the objectives defined in the plan. This plan update will be consistent with the 2016 ITS Strategic Plan, which is currently in development. The GIS Strategic Plan is a needs-based assessment and is not financially constrained.

Monthly Report A: Monthly Financial Report

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - July 31, 2016

Date: 9/22/2016

Please find attached the preliminary monthly financial report for the ten months ending July 31, 2016. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2016 reflect total revenue earned in the amount of \$99,737,468 and total expenses incurred in the amount of \$94,576,116 resulting in a net operating profit of \$5,161,352.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$5,218,440 for the ten months of the fiscal year.
- Paratransit services resulted in a loss of \$57,088 for the ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 90% of the budgeted amount as of July 2016. Customer fares are 11% lower than the budgeted amount year-to-date due to a decrease in ridership and low gas prices.

Advertising revenue is 69% of the amount budgeted for the month of July 2016 and year-to-date is 15% lower than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue is being paid monthly. Actual revenues through July 31, 2016, for advertising on buses, shelters, and in-kind (trade) transactions are \$933,434, \$449,925, and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of July 2016, LYNX locked in ninety-one percent (91%) of the total monthly purchases, resulting in the cap

(LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 29% under budget year-to-date. In the month of July LYNX paid an average price of \$1.52 (net) per gallon for diesel fuel and \$1.34 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$2.24 (net). The national diesel fuel price for the month of July 2016 was \$2.06 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages and fringe benefits are 6% and 11% respectively under budget due to various vacancies as of July 31, 2016. Other materials and supplies expenses are 11% under budget. Professional service expenses are 69% under budget due to various planning projects that will commence later in the fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budgeted.

Paratransit Operations:

The operating loss from Paratransit operations is related to an actual blended trip rate that is higher than the budgeted trip rate. Contract Services are on target at 100% of budgeted amount. The year-to-date cost of unleaded fuel is 32% lower than budgeted. During the month of July 2016, LYNX locked in forty percent (40%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$2.37 (net) per gallon in the FY2016 budget. LYNX is currently paying \$1.46 (net) per gallon. The national unleaded fuel price for the month of July 2016 was \$2.01 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2016	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	420,717	\$30.03	\$12,633,152
Budget (rounding)	412,672	\$27.86	\$11,495,760
Trips / Costs Over (Under) Budget	8,046	\$2.17	\$1,137,392

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2016 and 2015
(UNAUDITED)

	2016	2015
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 27,881,113	44,387,738
Receivables:		
Local, trade and operating assistance	7,383,400	9,965,634
Federal grants	10,728,662	7,932,516
State grants	10,837,021	4,478,823
Inventory	1,904,856	2,067,135
State fuel tax refund	167,005	234,653
Prepaid expenses and other assets	949,369	698,679
	59,851,425	69,765,177
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	14,862,790	2,235,872
Property and equipment:		
Land	8,161,465	8,571,465
Buildings and shelters	91,408,507	96,500,763
BRT Roadway	6,522,100	6,400,454
Revenue vehicles	155,437,739	155,345,474
Furniture, Fixtures & Equipment	39,392,953	37,043,879
Leasehold improvements	119,163	110,109
Total property and equipment	301,041,927	303,972,143
Less: accumulated depreciation	(167,958,547)	(168,734,184)
Construction in progress	25,008,104	11,847,920
Net property and equipment	158,091,484	147,085,879
Other assets	6,283,485	234,450
Total noncurrent assets	179,237,759	149,556,201
TOTAL ASSETS	239,089,184	219,321,379
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	3,315,057	-
Accumulated decrease in fair value of fuel hedge instrument	821,949	828,151
	4,137,006	828,151

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2016 and 2015
(UNAUDITED)

	<u>2016</u>	<u>2015</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 10,093,277	9,485,622
Accrued salaries and related taxes	965,992	1,215,605
Accrued compensated absences, current	4,170,615	3,967,050
Accrued self-insurance liability, current	2,097,048	2,103,398
Leases payable, current	330,123	-
Loans payable, current	813,225	797,282
Unearned operating revenue	10,372,443	10,301,381
Unearned capital	4,676,494	3,952,147
Derivative instrument - fuel hedge	821,949	828,151
Total current liabilities	<u>34,341,165</u>	<u>32,650,636</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	4,440,501	-
Loans payable	-	813,225
Net OPEB Obligation	1,683,525	1,424,525
Accrued compensated absences, long-term	538,035	523,380
Accrued self-insurance liability, long-term	2,676,165	4,740,623
Total noncurrent liabilities	<u>9,338,226</u>	<u>7,501,753</u>
Total liabilities	<u>43,679,390</u>	<u>40,152,389</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	1,318,794	-
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>1,318,794</u>	<u>-</u>
NET POSITION:		
Invested in capital assets, net of related debt	149,873,704	143,888,224
Restricted		-
Unrestricted	48,354,301	36,108,917
Total net position	<u>198,228,005</u>	<u>179,997,141</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 241,907,395</u>	<u>\$ 220,149,530</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2016 AND THE TEN MONTHS ENDED JULY 31, 2016
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,546,003	22,175,416	90%	\$ 2,455,066	\$ 2,222,921	91%
Contract Services:						
Local Financial Assistance	11,766,609	11,034,841	94%	1,176,661	1,135,085	96%
Other Contractual Services	3,115,754	3,262,029		311,575	369,124	
Advertising	1,733,333	1,465,524	85%	173,333	118,830	69%
Other Operating Income	355,366	337,022	95%	35,537	32,843	92%
Total Operating Revenues	<u>41,517,066</u>	<u>38,274,832</u>	92%	<u>4,152,172</u>	<u>3,878,802</u>	93%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	8,630,849	8,561,443	99%	863,085	856,144	99%
Local	38,710,594	38,773,017	100%	3,873,958	3,869,127	100%
Planning and other assistance grants:						
Federal - Other	13,849,033	11,772,165	85%	1,398,841	1,096,018	78%
State of Florida - Other	2,831,360	2,255,694	80%	291,987	261,337	90%
Local Matching - Other	-	1,317	N/A	-	23	N/A
Interest Income	30,344	25,612	84%	3,034	6,827	225%
Gain / (Loss) on Sale of Assets	-	73,389	N/A	-	41,332	N/A
Total Nonoperating Revenues	<u>64,052,181</u>	<u>61,462,637</u>	96%	<u>6,430,906</u>	<u>6,130,808</u>	95%
Total Revenues	<u>105,569,247</u>	<u>99,737,468</u>	94%	<u>10,583,078</u>	<u>10,009,610</u>	95%
OPERATING EXPENSES						
Salaries and Wages	38,870,433	36,375,389	94%	3,887,043	3,609,753	93%
Fringe Benefits	22,188,363	19,664,117	89%	2,218,836	1,768,668	80%
Purchased Transportation Services	13,718,976	14,563,924	106%	1,387,898	1,555,329	112%
Fuel	11,307,559	7,935,390	70%	1,130,756	859,385	76%
Other Materials and Supplies	6,903,369	6,120,009	89%	690,337	598,245	87%
Professional Services	3,699,091	1,161,765	31%	380,062	121,886	32%
Other Services	4,814,889	4,045,806	84%	481,489	443,808	92%
Lease and Miscellaneous Expenses	989,586	930,446	94%	98,959	133,606	135%
Casualty and Liability Insurance	1,858,747	2,096,386	113%	185,875	151,190	81%
Utilities	1,212,143	1,081,056	89%	121,214	115,025	95%
Taxes and Licenses	378,838	499,034	132%	37,884	61,133	161%
Interest Expense	103,564	102,794	99%	10,356	10,908	105%
Total Operating Expenses	<u>106,045,557</u>	<u>94,576,116</u>	89%	<u>10,630,709</u>	<u>9,428,936</u>	89%
OPERATING GAIN / (LOSS)	<u>\$ (476,310)</u>	<u>\$ 5,161,352</u>	N/A	<u>\$ (47,631)</u>	<u>\$ 580,674</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2016 AND THE TEN MONTHS ENDED JULY 31, 2016
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 23,191,907	\$ 20,572,853	89%	\$ 2,319,656	\$ 2,070,774	89%
Contract Services:						
Local Financial Assistance	11,766,609	11,034,841	94%	1,176,661	1,135,085	96%
Other Contractual Services	-	98,949	N/A	-	11,738	N/A
Advertising	1,733,333	1,465,524	85%	173,333	118,830	69%
Other Operating Income	355,366	337,022	95%	35,537	32,843	92%
Total Operating Revenues	<u>37,047,216</u>	<u>33,509,189</u>	90%	<u>3,705,187</u>	<u>3,369,270</u>	91%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	8,630,849	8,561,443	99%	863,085	856,144	99%
Local	31,188,548	31,250,967	100%	3,121,753	3,116,922	100%
Planning and other assistance grants:						
Federal - Other	10,949,207	9,082,472	83%	1,099,121	823,832	75%
State of Florida - Other	2,789,693	2,255,694	81%	287,820	261,337	91%
Local Matching - Other	-	1,317	N/A	-	23	N/A
Interest Income	30,344	25,612	84%	3,034	6,827	225%
Gain / (Loss) on the Sale of Assets	-	73,389	N/A	-	41,332	N/A
Total Nonoperating Revenues	<u>53,588,641</u>	<u>51,250,893</u>	96%	<u>5,374,814</u>	<u>5,106,417</u>	95%
Total Revenues	<u>90,635,857</u>	<u>84,760,082</u>	94%	<u>9,080,001</u>	<u>8,475,686</u>	93%
OPERATING EXPENSES						
Salaries and Wages	38,524,965	36,059,628	94%	3,852,497	3,580,610	93%
Fringe Benefits	21,963,750	19,451,139	89%	2,196,375	1,749,610	80%
Purchased Transportation Services	2,056,215	1,882,727	92%	211,884	185,535	88%
Fuel	9,182,573	6,482,263	71%	918,257	708,977	77%
Other Materials and Supplies	6,887,169	6,109,745	89%	688,717	598,215	87%
Professional Services	3,482,258	1,077,097	31%	358,379	112,391	31%
Other Services	4,606,401	3,873,604	84%	460,640	425,043	92%
Lease and Miscellaneous Expenses	984,586	928,837	94%	98,459	133,600	136%
Casualty and Liability Insurance	1,858,747	2,096,386	113%	185,875	151,190	81%
Utilities	1,168,584	1,040,260	89%	116,858	110,510	95%
Taxes and Licenses	320,714	437,162	136%	32,071	53,344	166%
Interest Expense	103,564	102,794	99%	10,356	10,908	105%
Total Operating Expenses	<u>91,139,527</u>	<u>79,541,642</u>	87%	<u>9,130,368</u>	<u>7,819,933</u>	86%
OPERATING GAIN / (LOSS)	<u>\$ (503,670)</u>	<u>\$ 5,218,440</u>	N/A	<u>\$ (50,367)</u>	<u>\$ 655,754</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2016 AND THE TEN MONTHS ENDED JULY 31, 2016
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,354,096	\$ 1,602,563	118%	\$ 135,410	\$ 152,147	112%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	3,115,754	3,163,079	102%	311,575	357,386	115%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>4,469,850</u>	<u>4,765,643</u>	107%	<u>446,985</u>	<u>509,534</u>	114%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	7,522,047	7,522,050	100%	752,205	752,205	100%
Planning and other assistance grants:						
Federal - Other	2,899,827	2,689,693	93%	299,721	272,186	91%
State of Florida - Other	41,667	-	N/A	4,167	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>10,463,540</u>	<u>10,211,743</u>	98%	<u>1,056,092</u>	<u>1,024,391</u>	97%
Total Revenues	<u>14,933,390</u>	<u>14,977,386</u>	100%	<u>1,503,077</u>	<u>1,533,925</u>	102%
OPERATING EXPENSES						
Salaries and Wages	345,468	315,761	91%	34,547	29,142	84%
Fringe Benefits	224,613	212,978	95%	22,461	19,058	85%
Purchased Transportation Services	11,662,762	12,681,197	109%	1,176,014	1,369,794	116%
Fuel	2,124,986	1,453,127	68%	212,499	150,408	71%
Other Materials and Supplies	16,200	10,264	63%	1,620	30	2%
Professional Services	216,833	84,668	39%	21,683	9,495	44%
Other Services	208,488	172,202	83%	20,849	18,766	90%
Lease and Miscellaneous Expenses	4,999	1,609	32%	500	6	1%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	43,558	40,795	94%	4,356	4,515	104%
Taxes and Licenses	58,123	61,871	106%	5,812	7,789	134%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>14,906,030</u>	<u>15,034,474</u>	101%	<u>1,500,341</u>	<u>1,609,003</u>	107%
OPERATING GAIN / (LOSS)	<u>\$ 27,360</u>	<u>\$ (57,088)</u>	N/A	<u>\$ 2,736</u>	<u>\$ (75,079)</u>	N/A

Monthly Report B: Ridership Report

To: LYNX Board of Directors

From: **Douglas Robinson**
 DIRECTOR OF PLAN & DEVELOP
Walter Gant
 (Technical Contact)
BRUCE DETWEILER
 (Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Ridership Report - May and June 2016

Date: 9/22/2016

YEAR TO DATE (MAY 2016)

Service Mode	Oct-May(FY2015)	Oct-May(FY2016)	% Change
LYMMO (ORANGE LINE)	604,970	466,688	-22.86%
LYMMO (GRAPEFRUIT LINE)	313,946	309,252	-1.50%
LYMMO (LIME LINE)	-	30,158	N/A
LYMMO (CIRCULATOR)	-	16,495	N/A
REGULAR FIXED-ROUTE	18,137,611	16,753,681	-7.63%
NEIGHBORLINK	120,588	115,191	-4.48%
SUBTOTAL - FIXED, NL, + LYMMO	19,177,115	17,691,465	-7.75%
SPECIAL SHUTTLE	89,466	61,048	N/A
EXPRESS LINK 208	7,953	6,846	-13.92%
ACCESSLYNX	348,391	362,622	4.08%
VANPOOL	233,672	255,073	9.16%
SUBTOTAL - OTHER SERVICES	679,482	685,589	0.90%
TOTAL ALL SERVICES	19,856,597	18,377,054	-7.45%

LYNX has readjusted the running times over the last two service changes on most of its Links to improve on-time performance and make better connections for our customers. As part of the regular service change process, LYNX uses recommendations from the Transit Development Plan (TDP) and the Comprehensive Operational Analysis (COA) to guide most service improvements and the timing for implementation. For the January 2016 service change, LYNX introduced the new LYMMO Lime in Parramore and eliminated FastLink 17-92 and Link 445.

LYNX also restructured the LYMMO Orange line by separating the recently added North Quarter loop to create a separate line, called the Orange Line – North Quarter, which serves the North Quarter of downtown Orlando. The original Orange Line – Downtown, was also restored to its original alignment in January 2016.

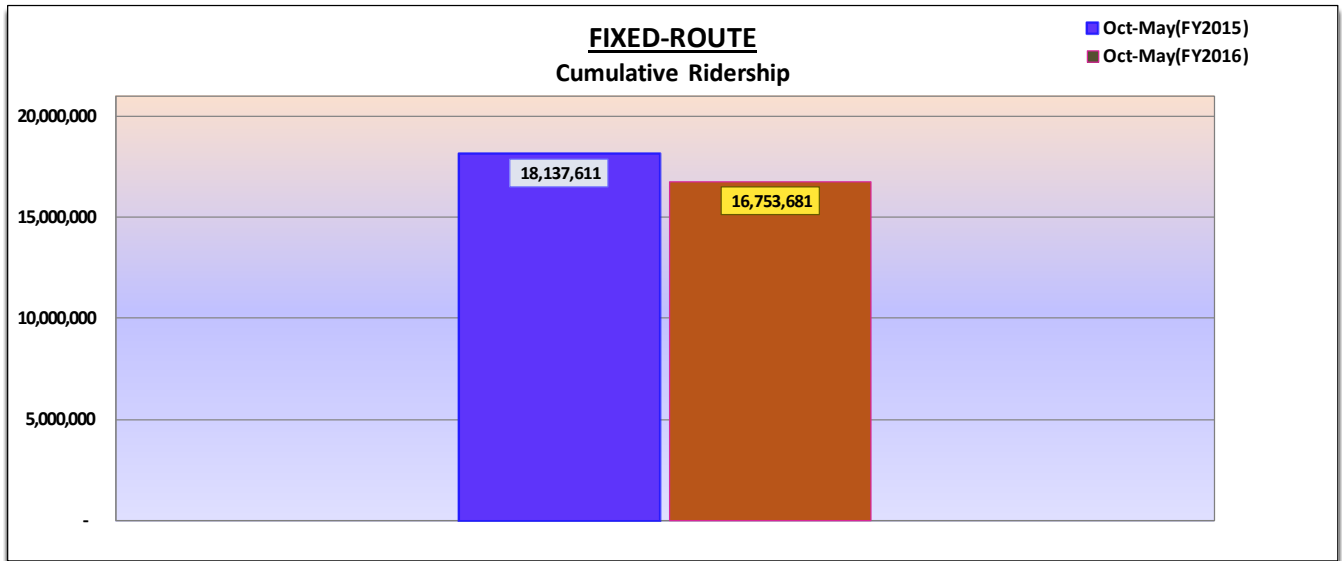
LYMMO: Through May 2016, total LYMMO ridership is down by more than ten (10.5%) percent compared to last year this time. The Orange Line drop in ridership may be related to riders not yet realizing that the Orange Line has been restored to its original alignment and that the North Quarter is now its own separate line. Staff expects Orange Line ridership levels to gradually improve as riders realize headways have improved on the original Orange Line since restoring the original alignment and creating a new separate Orange Line - North Quarter service. Staff will continue to promote educate the public about the reinstatement of the original Orange Line - Downtown, and the creation of the Orange Line – North Quarter. Ridership on the Grapefruit Line was down by more than one (1.5%) percent through May over last year this same time.

NeighborLink: Ridership on the 13 NeighborLink services in May was 13,384 and 115,191 for the fiscal year through May 2016. This was the 5,397 less riders less than fiscal year 2015 through May 2015.

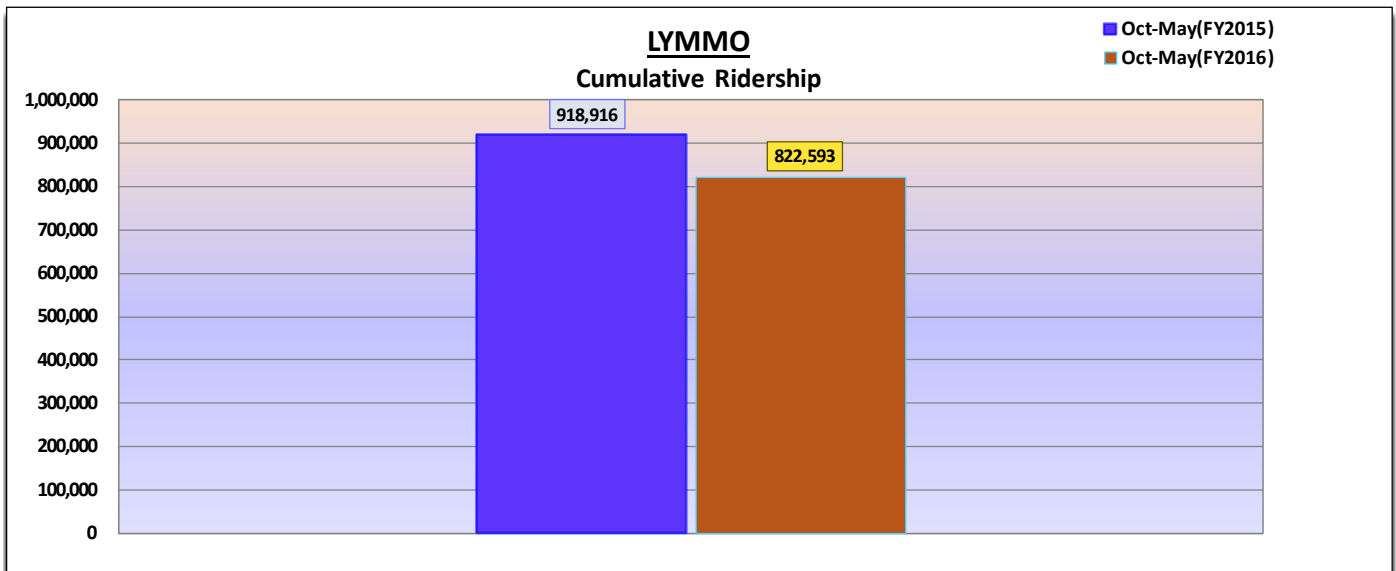
VanPool: The number of vanpools in service has increased over the last fiscal year giving LYNX a nine (9%) increase in ridership so far this year.

Fixed-Route: Fixed route ridership continues to fall short of FY 2015 ridership by almost eight (7.6%) percent. Lower gas prices may be the primary reason for the decrease, but other factors may include the improving economy and customers shifting from LYNX services to SunRail for at least a portion of their weekday commute.

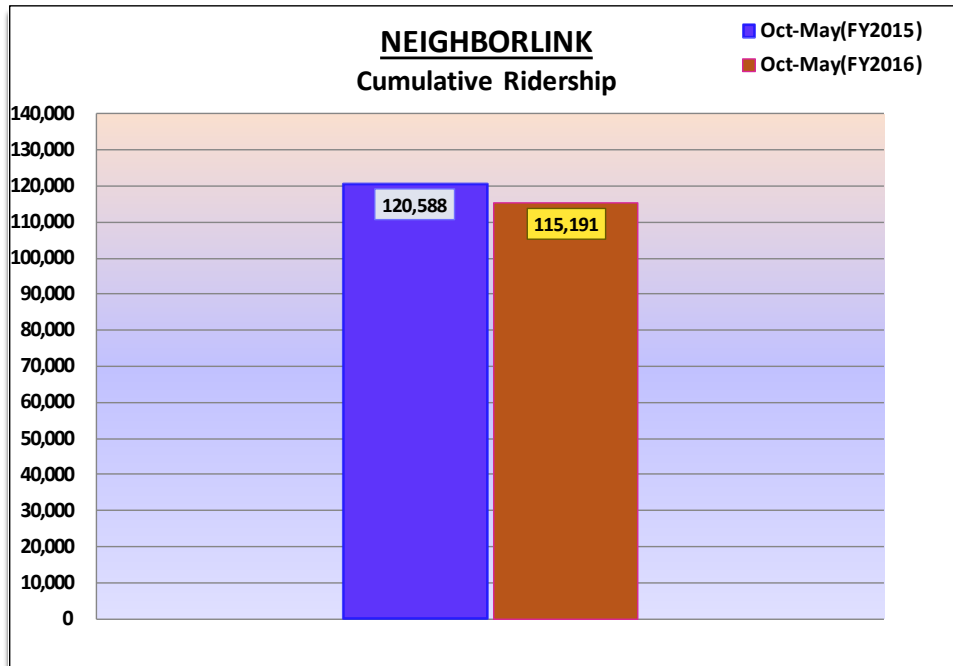
AccessLYNX: The recent decrease in AccessLYNX, due to changes in Medicaid policies that occurred in 2014 and 2015, has ended. AccessLYNX ridership is up by four (4%) percent over fiscal year 2015 through May 2016.



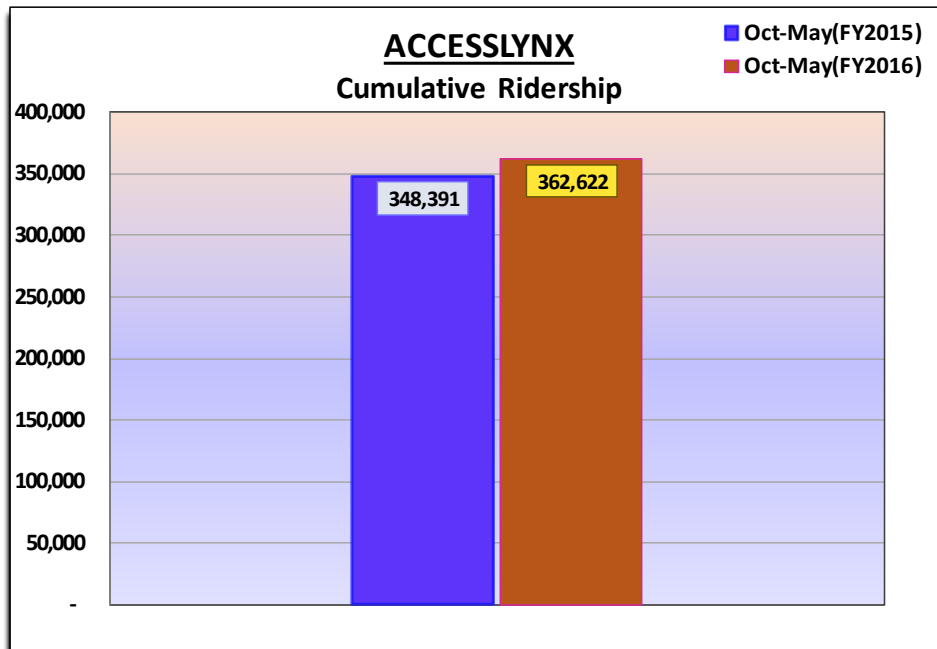
	FY TOTAL				
Oct-May(FY2015)	18,137,611	The decrease in price of gasoline may account for a significant portion of the decrease in fixed-route ridership.			
Oct-May(FY2016)	16,753,681	Retail Gasoline Prices in Florida	May-15	May-16	Change
Change (%)	-7.63%	Source: U.S. Energy Info Administration	\$2.69	\$2.31	-14.07%



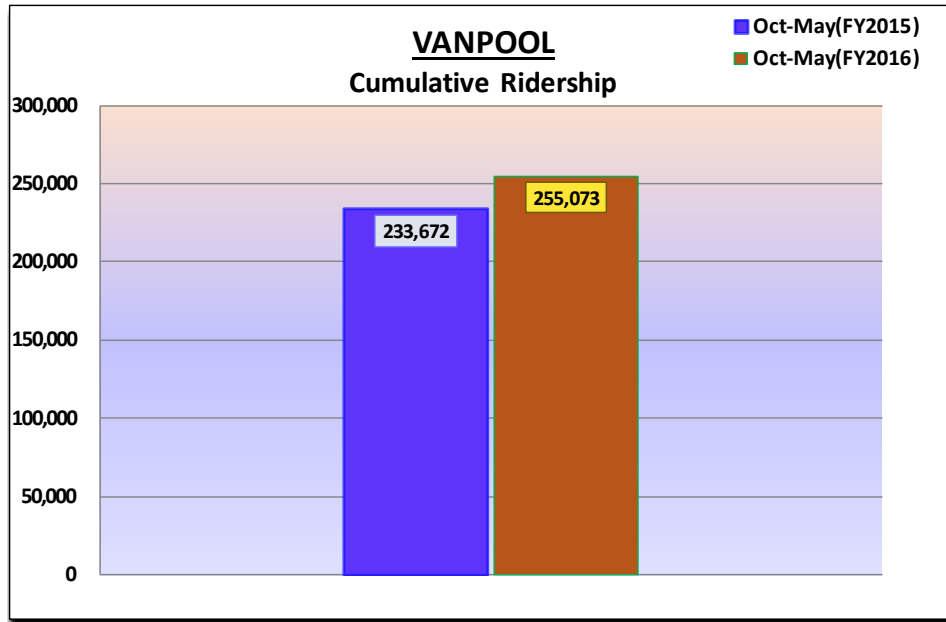
Service Mode	FY 2015	FY 2016	% Change	LYMMO ridership decrease is mostly due to the Orange Line. Ridership is gradually improving since the Orange Line and the North Quarter (Circulator) were split in January 2016.
LYMMO (ORANGE - Downtown)	604,970	466,688	-22.86%	
LYMMO (GRAPEFRUIT)	313,946	309,252	-1.50%	
LYMMO (LIME)	-	30,158	N/A	
LYMMO (N. QUARTER CIRCULATOR)	-	16,495	N/A	
TOTAL	918,916	822,593	-10.48%	



	<i>Fy TOTAL</i>	Decrease is mostly attributed to an inexplicable ridership decline in December and January 2016.
Oct-May(FY2015)	120,588	
Oct-May(FY2016)	115,191	
Change (%)	-4.48%	

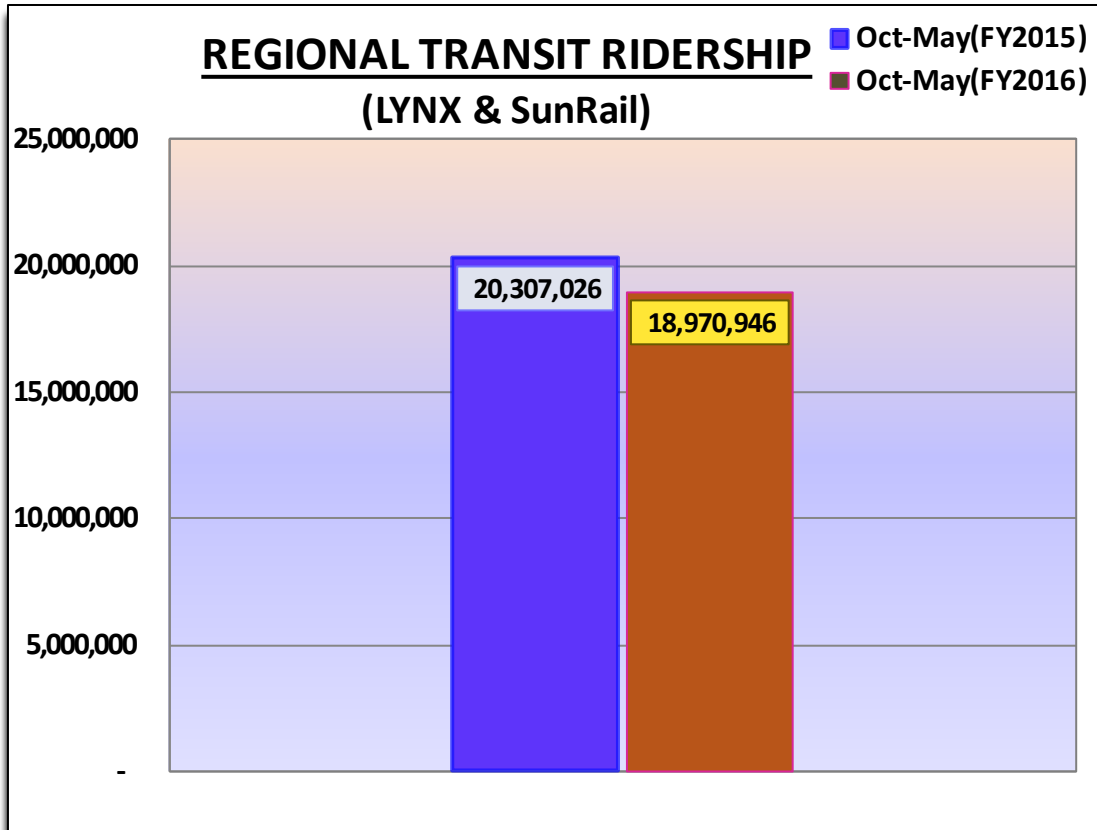


	<i>Fy TOTAL</i>	
Oct-May(FY2015)	348,391	
Oct-May(FY2016)	362,622	
Change (%)	4.08%	



	<i>Fy TOTAL</i>	Ridership increase is due to partnership with other organizations resulting in an increased number of vans and an expanded opportunities to commuters
Oct-May(FY2015)	233,672	
Oct-May(FY2016)	255,073	
Change (%)	9.16%	

<i>Vehicles Operated in Maximum Service</i>	<i>May-15</i>	<i>May-16</i>	<i>Change</i>
Vehicles Operated	129	145	12.40%



	FY TOTAL	Even with the addition of SunRail service, regional transit ridership has remained constant for the fiscal year. A number of LYNX riders have migrated to SunRail.
Oct-May(FY2015)	20,307,026	
Oct-May(FY2016)	18,970,946	
Change (%)	-6.58%	


SUNRAIL

SunRail Monthly Ridership by Station												
	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16
Days of Operation	20	22	23	21	21	22	20	19	21	23	21	21
SunRail Station												
DeBary	9,545	11,425	9,209	7,907	8,447	8,253	9,665	7,412	8,937	11,165	8,772	8,370
Sanford	5,686	6,458	5,634	5,088	5,700	5,091	5,718	4,635	5,397	6,467	5,264	5,158
Lake Mary	7,629	8,193	7,045	6,278	6,654	6,551	7,613	5,624	6,497	7,854	6,546	6,678
Longwood	5,331	5,668	5,007	4,508	5,045	4,839	5,533	4,165	4,964	5,992	4,891	4,804
Altamonte Springs	5,452	5,610	4,833	4,811	5,154	4,799	5,358	4,209	4,644	5,711	4,686	4,914
Maitland	3,948	4,075	3,689	3,435	3,693	3,302	3,494	3,267	3,552	3,865	3,392	3,433
Winter Park	8,839	11,022	8,433	6,184	7,083	7,216	10,303	5,542	7,338	10,147	7,166	6,596
Florida Hospital/Health Village	4,589	4,734	4,046	3,912	4,122	3,980	3,737	3,589	4,286	4,858	4,232	4,265
LYNX Central Station	8,515	9,218	8,412	7,968	8,664	7,996	8,578	7,337	7,978	9,104	8,047	8,449
Church Street Station	8,304	8,964	7,599	7,034	7,970	7,560	8,277	7,128	7,880	9,269	7,727	7,644
Orlando Health/Amtrak	2,749	2,787	2,561	2,468	2,651	2,474	2,782	2,271	2,767	2,871	2,584	2,557
Sand Lake	9,940	11,633	9,857	8,394	9,550	8,482	9,548	7,855	9,222	10,993	8,668	8,375
Monthly Station Total	80,527	89,787	76,325	67,987	74,733	70,543	70,543	63,034	73,462	88,296	71,975	71,243
Average Daily Station Total	4,026	4,081	3,318	3,237	3,559	3,207	3,527	3,318	3,498	3,839	3,427	3,393

SunRail Feeder Bus Connections

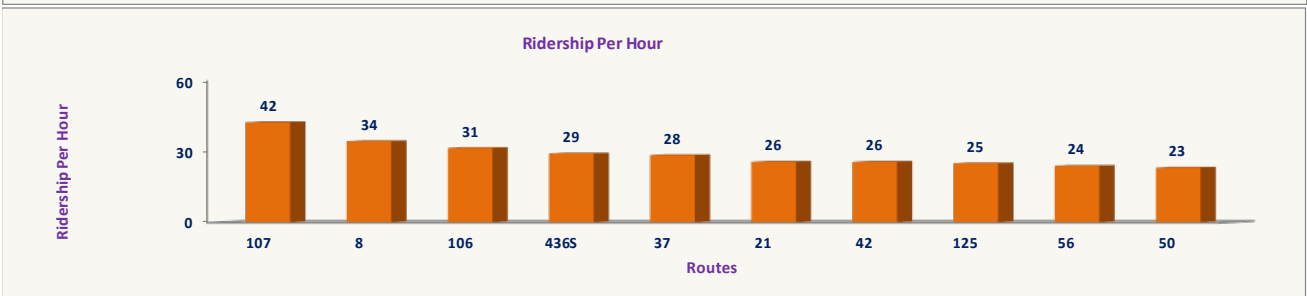
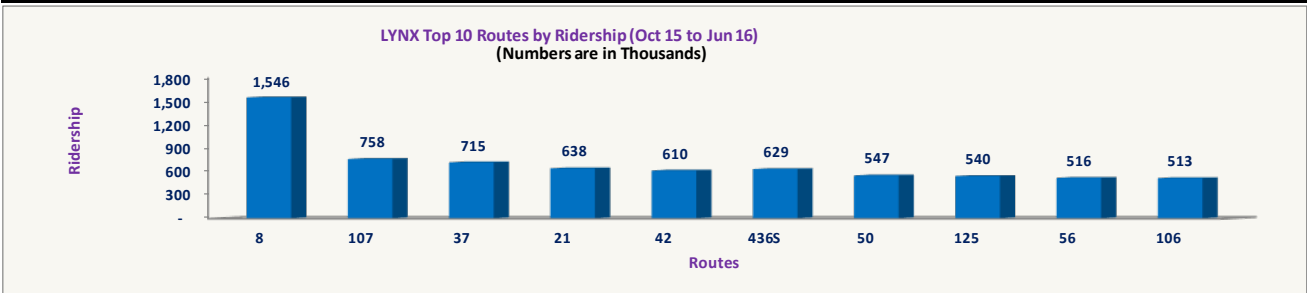
- Ridership Adjustments
 - In April 2014, LYNX adjusted services on 19 existing Links to provide feeder bus service to nine (9) SunRail Stations. These 19 Links represent 25% of LYNX's entire route structure.
 - LYNX Central Station connects SunRail with 34 Links.

SUNRAIL FEEDER BUS

	Average Daily Boardings & Alightings by SunRail Station Area												
	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16
Days of Operation	20	22	23	21	21	22	20	22	19	21	23	21	21
SunRail Station													
Sanford	508	474	487	489	453	493	491	516	374	396	474	407	472
Lake Mary	123	114	112	111	100	87	78	101	69	67	68	71	94
Longwood	128	84	74	76	74	84	68	60	68	69	70	70	50
Altamonte Springs	209	202	208	210	218	211	188	195	99	168	195	166	193
Maitland	35	26	26	25	32	30	27	20	17	16	20	24	24
Winter Park	152	251	257	256	273	276	273	256	200	214	207	224	237
Florida Hospital/Health Village	515	457	447	450	467	492	464	424	351	485	449	403	482
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	5	8	4	3	5	7	4	3	5	6	27	18	23
Sand Lake	362	336	326	324	328	314	281	246	291	340	283	316	298
Total - All Station	2,038	1,951	1,939	1,944	1,950	1,994	1,873	1,821	1,474	1,760	1,793	1,699	1,873

**FY 2016 LYNX
TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 15 to MAY 16)**

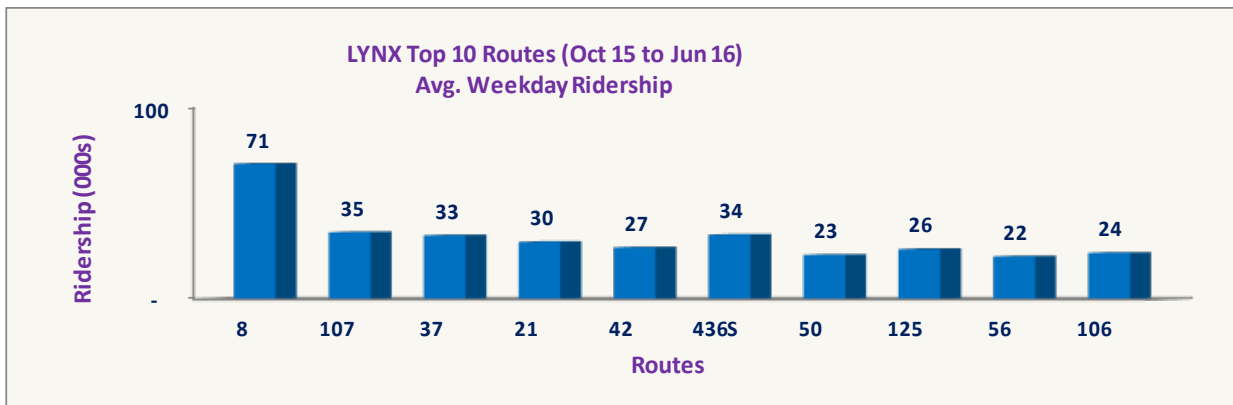
Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	YTD (OCT-APR)	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	202,481	190,055	195,801	182,001	184,782	198,238	197,100	195,742	1,546,200	9.23%
2	107	SOUTH US 441/FLA MALL	99,698	94,041	101,503	92,036	90,543	95,473	93,935	90,832	758,061	4.52%
3	37	PARK PROMENADE/FLORIDA MALL	95,467	88,553	89,749	84,458	86,900	92,648	89,402	87,700	714,877	4.27%
4	21	CARVER SHORES	86,871	78,792	80,290	78,378	77,658	80,971	79,052	75,881	637,893	3.81%
5	42	INTL DR/ORLANDO INTL AIRPORT	81,236	76,595	77,143	72,393	72,114	77,661	75,486	77,701	610,329	3.64%
6	436S	436S - SOUTH S R 436	82,909	76,601	78,912	73,507	74,743	78,140	78,539	85,415	628,766	3.75%
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	77,798	69,476	71,695	63,065	58,983	67,637	67,544	71,023	547,221	3.27%
8	125	SILVER STAR RD CROSSTOWN	73,938	65,488	67,214	63,347	66,386	68,582	68,125	67,349	540,429	3.23%
9	56	WEST US 192/MAGIC KINGDOM	69,150	64,359	65,824	62,657	60,935	66,092	64,610	62,849	516,476	3.08%
10	106	NORTH US 441/APOPKA	69,191	64,701	65,511	62,135	62,673	64,273	61,451	63,443	513,378	3.06%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)											16,753,681	42%



**TOP 10 ROUTES COMPRISE
42% OF LYNX TOTAL FIXED-ROUTE RIDERSHIP**

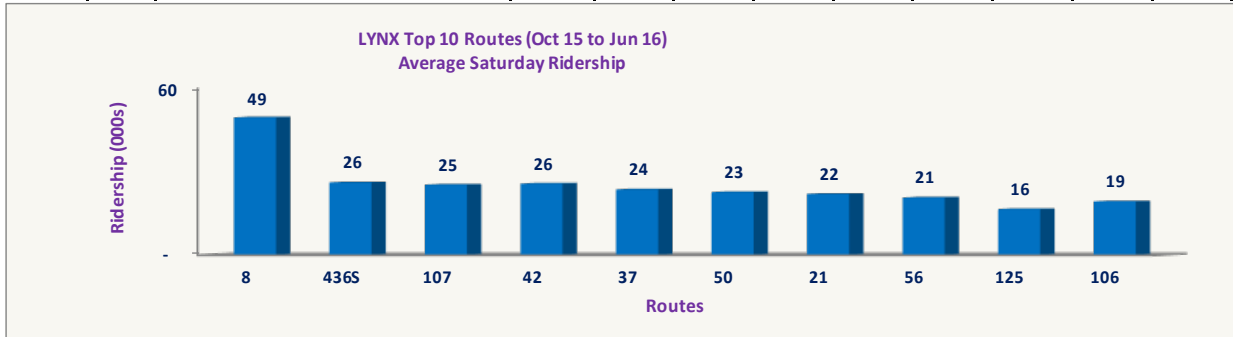
**FY 2016 LYNX TOP 10 FIXED-ROUTES
AVERAGE WEEKDAY RIDERSHIP (OCT 15 to MAY 16)**

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16
1	8	W OAK RIDGE RD/INTL DR	7,299	7,060	6,912	6,656	7,162	7,059	7,433	7,040
2	107	SOUTH US 441/FLA MALL	3,531	3,545	3,615	3,395	3,468	3,438	3,584	3,309
3	37	PARK PROMENADE/FLORIDA MALL	3,524	3,380	3,198	3,147	3,424	3,366	3,399	3,192
4	21	CARVER SHORES	3,171	3,019	2,876	2,943	3,066	2,962	3,044	2,792
5	42	INTL DR/ORLANDO INTL AIRPORT	2,802	2,770	2,628	2,530	2,731	2,676	2,733	2,697
6	436S	436S - SOUTH S R 436	3,038	2,961	2,816	2,657	2,963	2,881	6,348	3,242
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,578	2,377	2,336	2,100	2,103	2,241	2,335	2,360
8	125	SILVER STAR RD CROSSTOWN	2,804	2,592	2,470	2,437	2,690	2,593	2,685	2,595
9	56	WEST US 192/MAGIC KINGDOM	2,347	2,289	2,186	2,134	2,216	2,230	2,266	2,117
10	106	NORTH US 441/APOPKA	2,604	2,471	2,402	2,371	2,483	2,340	2,331	2,278



**FY 2016 LYNX TOP 10 FIXED-ROUTES
AVERAGE SATURDAY RIDERSHIP (OCT 15 to MAY 16)**

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
1	8	W OAK RIDGE RD/INTL DR	4,947	5,250	5,127	4,641	4,638	4,909	4,934	5,087	5,018
2	107	SOUTH US 441/FLA MALL	2,820	2,503	2,603	2,447	2,595	2,465	2,386	2,349	2,339
3	37	PARK PROMENADE/FLORIDA MALL	2,313	2,398	2,491	2,205	2,351	2,338	2,342	2,374	2,326
4	21	CARVER SHORES	2,414	2,243	2,249	2,169	2,122	2,141	2,113	2,076	2,189
5	42	INTL DR/ORLANDO INTL AIRPORT	2,690	2,669	2,605	2,466	2,350	2,574	2,428	2,694	2,438
6	436S	436S - SOUTH S R 436	2,390	2,267	2,254	2,257	2,163	2,189	4,742	2,556	2,503
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,594	2,441	2,415	2,065	1,960	2,218	2,111	2,226	2,253
8	125	SILVER STAR RD CROSSTOWN	1,724	1,686	1,711	1,633	1,668	1,504	1,676	1,544	1,464
9	56	WEST US 192/MAGIC KINGDOM	2,147	2,032	2,185	2,040	1,985	2,045	2,010	2,008	1,933
10	106	NORTH US 441/APOPKA	1,645	1,686	1,588	1,646	1,627	1,530	1,501	1,838	1,918



LYNX Monthly Ridership by Mode

Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418	54,297	54,541	56,093					466,688
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794	39,198	33,097	37,191					309,252
LYMMO (LIME LINE)	-	-	-	1,091	5,109	6,958	7,920	9,080					30,158
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877	3,821	3,803	3,876					16,495
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971	2,125,920	2,047,984	2,062,328					16,753,681
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303	14,979	14,589	13,384					115,191
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514	2,134,472	2,245,173	2,161,934	2,181,952	-	-	-	-	17,691,465
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579	6,949	8,969	10,416					61,048
EXPRESS LINK 208	1,015	917	891	719	926	896	737	745					6,846
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519	47,765	46,979	47,313					362,622
VANPOOL	31,645	29,917	29,803	31,227	32,746	33,637	33,153	32,945					255,073
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765	80,770	89,247	89,838	91,419	-	-	-	-	685,589
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279	2,215,242	2,334,420	2,251,772	2,273,371	-	-	-	-	18,377,054
% Change from Fiscal Year 2015 to Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	-17.00%	-13.17%	-22.25%	-22.20%	-35.43%	-27.95%	-25.85%	-18.18%					-22.86%
LYMMO (GRAPEFRUIT LINE)	17.75%	7.44%	-14.21%	-5.24%	31.51%	-5.19%	-21.58%	-13.00%					-1.50%
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					N/A
REGULAR FIXED-ROUTE	-10.77%	-5.07%	-7.33%	-12.64%	-3.10%	-6.36%	-8.82%	-5.99%					-7.63%
NEIGHBORLINK	-1.36%	1.45%	-8.34%	-13.61%	1.18%	-2.01%	-6.97%	-5.20%					-4.48%
SUBTOTAL - FIXED ROUTE	-10.47%	-5.09%	-7.94%	-12.72%	-3.35%	-6.54%	-9.07%	-5.91%					-7.75%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					N/A
EXPRESS LINK 208	-11.04%	-8.94%	-12.90%	-21.16%	-1.17%	-17.87%	-16.44%	-22.40%					-13.92%
ACCESS LYNX	-5.70%	-1.11%	-2.50%	-1.76%	5.17%	14.98%	10.80%	15.72%					4.08%
VANPOOL	7.10%	14.28%	6.65%	13.00%	14.29%	7.28%	2.03%	10.29%					9.16%
SUBTOTAL - OTHER SERVICES	17.52%	-0.19%	4.84%	-2.24%	11.51%	-11.42%	1.45%	-7.72%					0.90%
TOTAL ALL SERVICES	-9.66%	-4.93%	-7.56%	-12.36%	-2.87%	-6.73%	-8.69%	-5.99%					-7.45%
Fiscal Year 2015													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636	75,360	73,554	68,556	72,331	77,788	73,568	71,205	899,862
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019	41,345	42,204	42,747	38,740	50,291	46,688	48,442	498,107
LYMMO (LIME LINE)	-	-	-	-	-	-	-	-	-	-	-	-	-
LYMMO (CIRCULATOR)	-	-	-	-	-	-	-	-	-	-	-	-	-
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558	2,270,238	2,246,055	2,193,675	2,110,737	2,172,036	2,160,705	2,172,787	26,753,876
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136	15,287	15,682	14,118	13,812	14,742	16,101	16,199	181,442
SUBTOTAL - FIXED ROUTE	2,704,873	2,305,284	2,439,423	2,420,365	2,208,349	2,402,230	2,377,495	2,319,096	2,235,620	2,314,857	2,297,062	2,308,633	28,333,287
SPECIAL SHUTTLES	420	9,463	-	12,168	513	26,763	12,782	27,357	29,748	23,451	18,484	3,736	164,885
EXPRESS LINK 208	1,141	1,007	1,023	912	937	1,091	882	960	1,012	963	969	986	11,883
ACCESS LYNX	49,444	43,095	44,753	43,944	42,329	41,542	42,400	40,884	40,711	43,509	42,020	43,957	518,588
VANPOOL	29,548	26,178	27,944	27,635	28,651	31,353	32,493	29,870	29,264	30,732	27,469	27,955	349,092
SUBTOTAL - OTHER SERVICES	80,553	79,743	73,720	84,659	72,430	100,749	88,557	99,071	100,735	98,655	88,942	76,634	1,044,448
TOTAL ALL SERVICES	2,785,426	2,385,027	2,513,143	2,505,024	2,280,779	2,502,979	2,466,052	2,418,167	2,336,355	2,413,512	2,386,004	2,385,267	29,377,735

MAY 2016 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in May 2016 was 2,273,371. This represents a decrease of 6% over the previous year (May 2015).

May Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>May-15</i>	<i>May-16</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,842	2,113	-25.67%
	Saturday	1,179	1,154	-2.14%
	Sunday	970	1,000	3.15%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,607	1,354	-15.74%
	Saturday	1,095	875	-20.10%
	Sunday	855	780	-8.73%
LYMMO (LIME LINE)	Weekday	-	341	N/A
	Saturday	-	229	N/A
	Sunday	-	131	N/A
LYMMO (CIRCULATOR)	Weekday	-	136	N/A
	Saturday	-	120	N/A
	Sunday	-	80	N/A
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	83,693	78,305	-6.44%
	Saturday (70 Links)	59,879	56,407	-5.80%
	Sunday (49 Links)	36,736	44,218	20.37%
EXPRESS LINK 208	Weekday	41	35	-13.79%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	1,596	1,843	15.51%
	Saturday	917	1,001	9.18%
	Sunday	559	539	-3.51%
NEIGHBORLINK	Weekday	582	576	-1.00%
	Saturday	367	324	-11.67%
VANPOOL	Weekday	1,228	1,390	13.21%
	Saturday	361	261	-27.74%
	Sunday	314	186	-40.67%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	91,589	86,094	-6.00%
	Saturday	63,798	60,369	-5.37%
	Sunday	39,432	46,934	19.02%

YEAR TO DATE (JUNE 2016)

<i>Service Mode</i>	<i>Oct-Jun(FY2015)</i>	<i>Oct-Jun(FY2016)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	677,301	533,631	-21.21%
LYMMO (GRAPEFRUIT LINE)	352,686	351,269	-0.40%
LYMMO (LIME LINE)	-	35,931	N/A
LYMMO (CIRCULATOR)	-	21,324	N/A
REGULAR FIXED-ROUTE	20,248,348	18,738,281	-7.46%
NEIGHBORLINK	134,400	128,870	-4.11%
SUBTOTAL - FIXED, NL, + LYMMO	21,412,735	19,809,306	-7.49%
SPECIAL SHUTTLE	119,214	66,251	N/A
EXPRESS LINK 208	8,965	7,715	-13.94%
ACCESSLYNX	389,102	408,267	4.93%
VANPOOL	262,936	288,908	9.88%
SUBTOTAL - OTHER SERVICES	780,217	771,141	-1.16%
TOTAL ALL SERVICES	22,192,952	20,580,447	-7.27%

LYNX has readjusted the running times over the last two service changes on most of its Links to improve on-time performance and make better connections for our customers. As part of the regular service change process, LYNX uses recommendations from the Transit Development Plan (TDP) and the Comprehensive Operational Analysis (COA) to guide most service improvements and the timing for implementation. For the January 2016 service change, LYNX introduced the new LYMMO Lime in Parramore and eliminated FastLink 17-92 and Link 445. LYNX also restructured the LYMMO Orange line by separating the recently added North Quarter loop to create a separate line, called the Orange Line – North Quarter, which serves the North Quarter of downtown Orlando. The original Orange Line – Downtown, was also restored to its original alignment in January 2016.

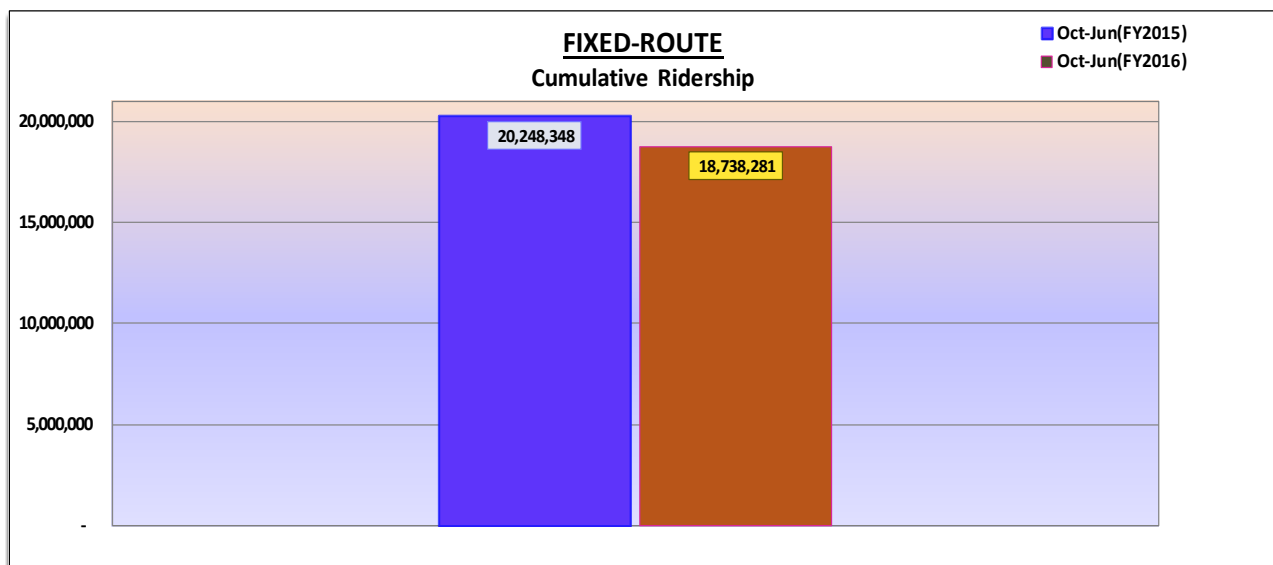
LYMMO: Through June 2016, total LYMMO ridership is down by more than eight (8.5%) percent compared to last year this time. The Orange Line drop in ridership may be related to riders not yet realizing that the Orange Line has been restored to its original alignment and that the North Quarter is now its own separate line. Staff expects Orange Line ridership levels to gradually improve as riders realize headways have improved on the original Orange Line since restoring the original alignment and creating a new separate Orange Line - North Quarter service. Staff will continue to promote educate the public about the reinstatement of the original Orange Line - Downtown, and the creation of the Orange Line – North Quarter. Ridership on the Grapefruit Line was down by less than one (0.4%) percent through June over last year this same time.

NeighborLink: Ridership on the 13 NeighborLink services in June was 13,679 and 128,870 for the fiscal year through June 2016. This was the 5,530 less riders less than fiscal year 2015 through June 2015.

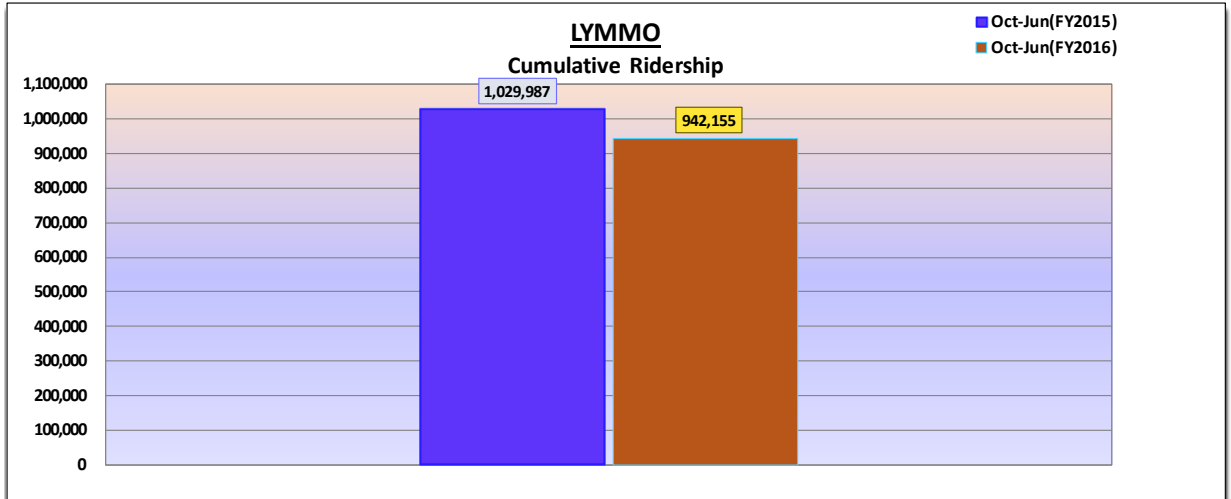
VanPool: The number of vanpools in service has increased over the last fiscal year giving LYNX a 10% increase in ridership so far this year.

Fixed-Route: Fixed route ridership continues to fall short of FY 2015 ridership by almost eight (7.5%) percent. Lower gas prices may be the primary reason for the decrease, but other factors may include the improving economy and customers shifting from LYNX services to SunRail for at least a portion of their weekday commute.

AccessLYNX: The recent decrease in AccessLYNX, due to changes in Medicaid policies that occurred in 2014 and 2015, has ended. AccessLYNX ridership is up by nearly five (5%) percent over fiscal year 2015 through June 2016.

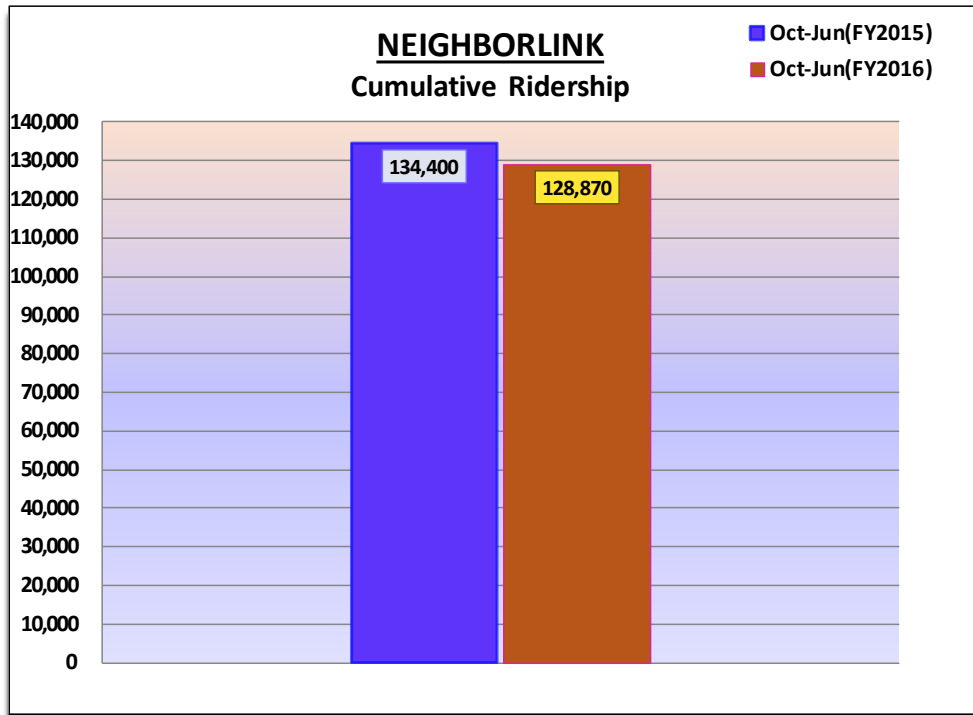


	<i>Fy TOTAL</i>	The decrease in price of gasoline may account for a significant portion of the decrease in fixed-route ridership.			
Oct-Jun(FY2015)	20,248,348				
Oct-Jun(FY2016)	18,738,281	<i>Retail Gasoline Prices in Florida</i>	<i>Jun-15</i>	<i>Jun-16</i>	<i>Change</i>
Change (%)	-7.46%	Source: U.S. Energy Info Administration	\$2.77	\$2.42	-12.64%

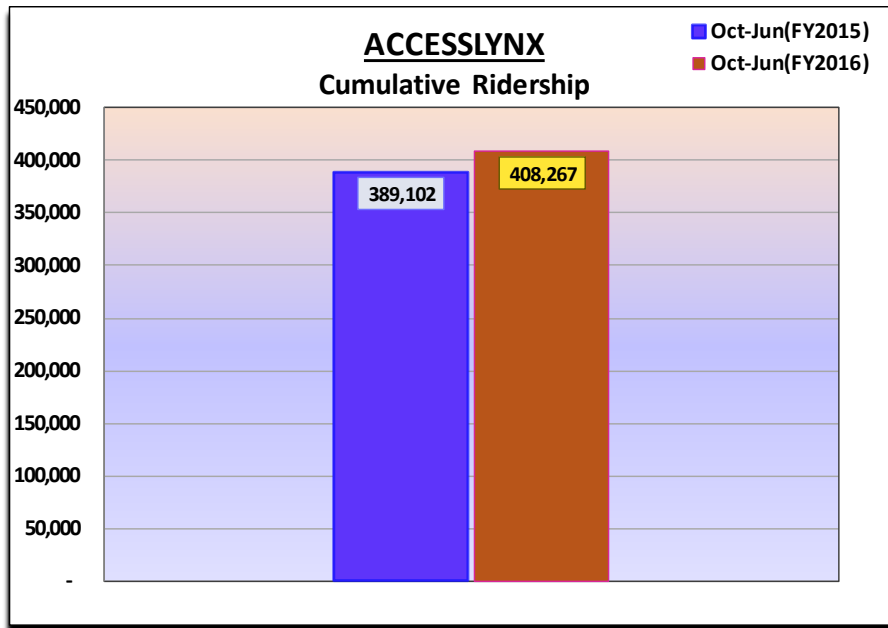


Service Mode	FY 2015	FY 2016	% Change
LYMMO (ORANGE - Downtown)	677,301	533,631	-21.21%
LYMMO (GRAPEFRUIT)	352,686	351,269	-0.40%
LYMMO (LIME)	-	35,931	N/A
LYMMO (N. QUARTER CIRCULATOR)	-	21,324	N/A
TOTAL	1,029,987	942,155	-8.53%

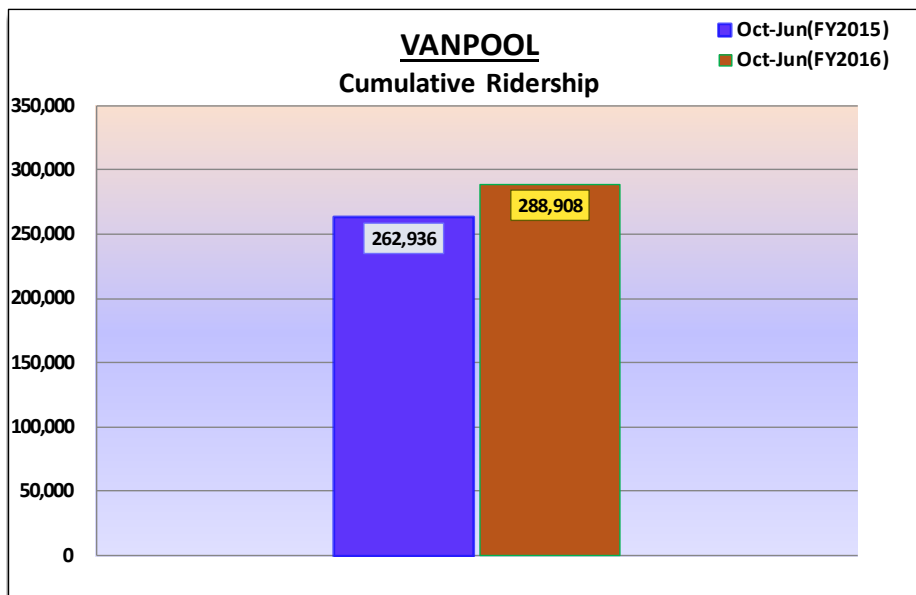
LYMMO ridership decrease is mostly due to the Orange Line. Ridership is gradually improving since the Orange Line and the North Quarter (Circulator) were split in January 2016.



	Fy TOTAL	
Oct-Jun(FY2015)	134,400	Decrease is mostly attributed to an inexplicable ridership decline in December and January 2016.
Oct-Jun(FY2016)	128,870	
Change (%)	-4.11%	

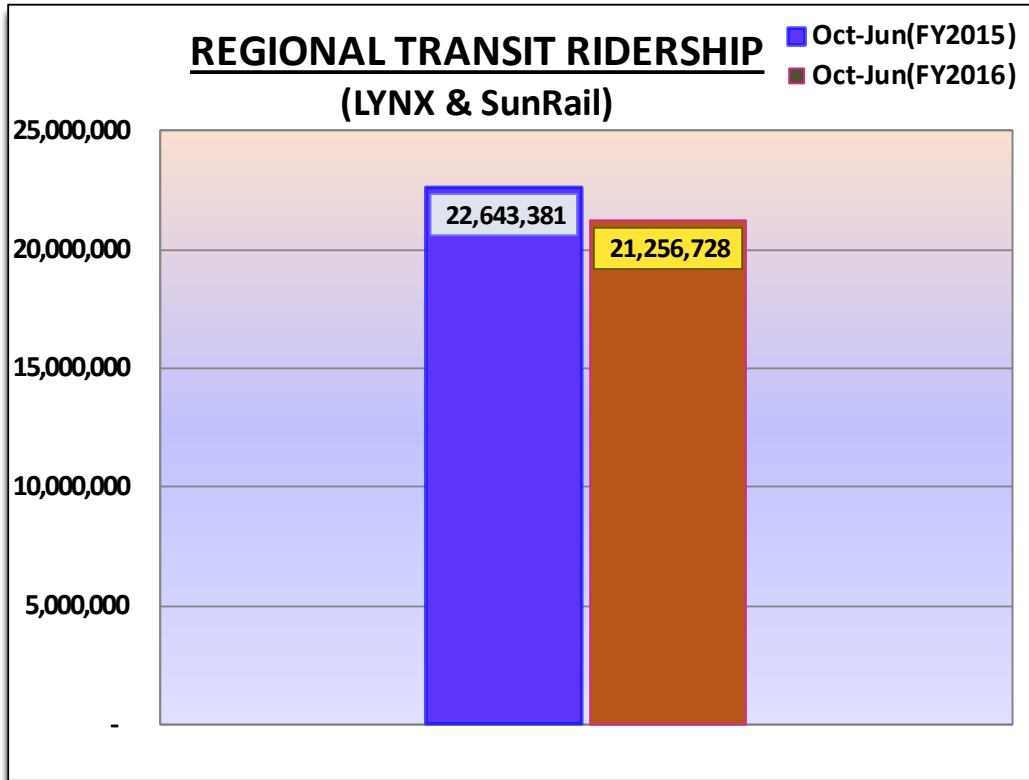


	<i>Fy TOTAL</i>	
Oct-Jun(FY2015)	389,102	
Oct-Jun(FY2016)	408,267	
Change (%)	4.93%	



	<i>Fy TOTAL</i>	
Oct-Jun(FY2015)	262,936	Ridership increase is due to partnership with other organizations resulting in an increased number of vans and an expanded opportunities to commuters
Oct-Jun(FY2016)	288,908	
Change (%)	9.88%	

<i>Vehicles Operated in Maximum Service</i>	<i>Jun-15</i>	<i>Jun-16</i>	<i>Change</i>
Vehicles Operated	129	145	12.40%



	Fy TOTAL	Even with the addition of SunRail service, regional transit ridership has remained constant for the fiscal year. A number of LYNX riders have migrated to SunRail.
Oct-Jun(FY2015)	22,643,381	
Oct-Jun(FY2016)	21,256,728	
Change (%)	-6.12%	


SUNRAIL

SunRail Monthly Ridership by Station													
	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Days of Operation	20	22	23	21	21	22	20	19	21	23	21	21	23
SunRail Station													
DeBary	9,545	11,425	9,209	7,907	8,447	8,253	9,665	7,412	8,937	11,165	8,772	8,370	9,460
Sanford	5,686	6,458	5,634	5,088	5,700	5,091	5,718	4,635	5,397	6,467	5,264	5,158	5,640
Lake Mary	7,629	8,193	7,045	6,278	6,654	6,551	7,613	5,624	6,497	7,854	6,546	6,678	7,662
Longwood	5,331	5,668	5,007	4,508	5,045	4,839	5,533	4,165	4,964	5,992	4,891	4,804	5,208
Altamonte Springs	5,452	5,610	4,833	4,811	5,154	4,799	5,358	4,209	4,644	5,711	4,686	4,914	5,298
Maitland	3,948	4,075	3,689	3,435	3,693	3,302	3,494	3,267	3,552	3,865	3,392	3,433	3,905
Winter Park	8,839	11,022	8,433	6,184	7,083	7,216	10,303	5,542	7,338	10,147	7,166	6,596	8,160
Florida Hospital/Health Village	4,589	4,734	4,046	3,912	4,122	3,980	3,737	3,589	4,286	4,858	4,232	4,265	4,992
LYNX Central Station	8,515	9,218	8,412	7,968	8,664	7,996	8,578	7,337	7,978	9,104	8,047	8,449	9,000
Church Street Station	8,304	8,964	7,599	7,034	7,970	7,560	8,277	7,128	7,880	9,269	7,727	7,644	9,975
Orlando Health/Amtrak	2,749	2,787	2,561	2,468	2,651	2,474	2,782	2,271	2,767	2,871	2,584	2,557	2,840
Sand Lake	9,940	11,633	9,857	8,394	9,550	8,482	9,548	7,855	9,222	10,993	8,668	8,375	10,249
Monthly Station Total	80,527	89,787	76,325	67,987	74,733	70,543	70,543	63,034	73,462	88,296	71,975	71,243	82,389
Average Daily Station Total	4,026	4,081	3,318	3,237	3,559	3,207	3,527	3,318	3,498	3,839	3,427	3,393	3,582

 **SunRail Feeder Bus Connections**

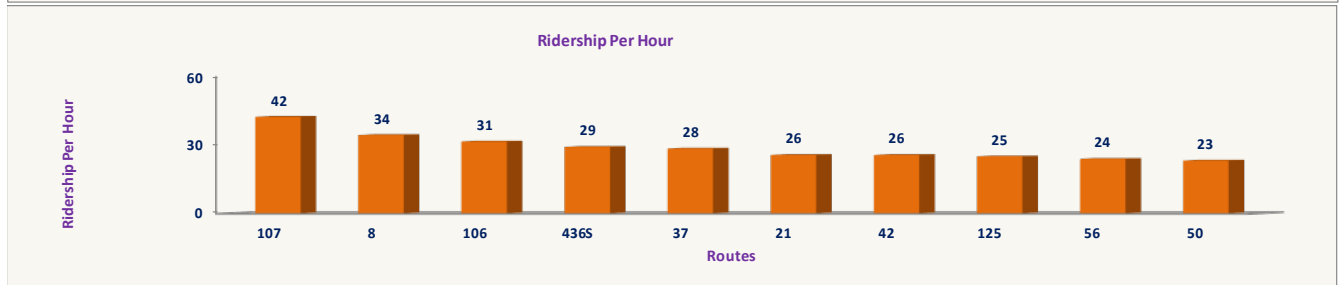
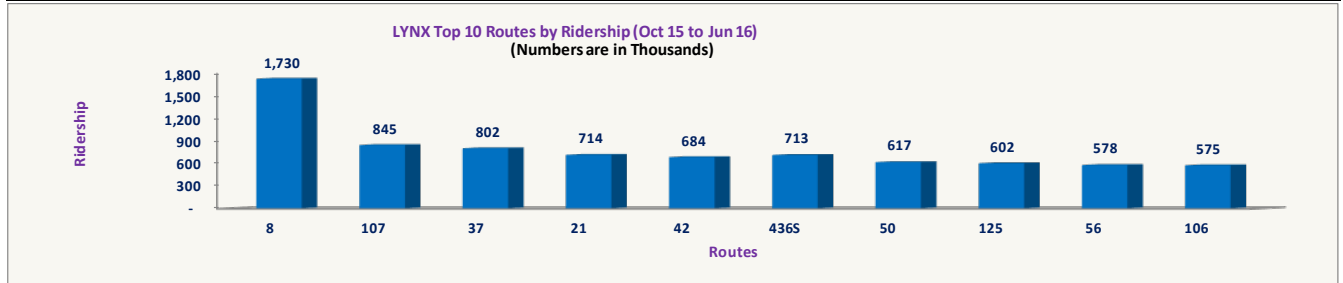
- Ridership Adjustments
 - In April 2014, LYNX adjusted services on 19 existing Links to provide feeder bus service to nine (9) SunRail Stations. These 19 Links represent 25% of LYNX's entire route structure.
 - LYNX Central Station connects SunRail with 34 Links.

SUNRAIL FEEDER BUS

	Average Daily Boardings & Alightings by SunRail Station Area												
	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Days of Operation	22	23	21	21	22	20	22	19	21	23	21	21	22
SunRail Station													
Sanford	474	487	489	453	493	491	516	374	396	474	407	472	457
Lake Mary	114	112	111	100	87	78	101	69	67	68	71	94	69
Longwood	84	74	76	74	84	68	60	68	69	70	70	50	64
Altamonte Springs	202	208	210	218	211	188	195	99	168	195	166	193	192
Maitland	26	26	25	32	30	27	20	17	16	20	24	24	16
Winter Park	251	257	256	273	276	273	256	200	214	207	224	237	224
Florida Hospital/Health Village	457	447	450	467	492	464	424	351	485	449	403	482	441
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	8	4	3	5	7	4	3	5	6	27	18	23	20
Sand Lake	336	326	324	328	314	281	246	291	340	283	316	298	306
Total - All Station	1,951	1,939	1,944	1,950	1,994	1,873	1,821	1,474	1,760	1,793	1,699	1,873	1,789

**FY 2016 LYNX
TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 15 to JUN 16)**

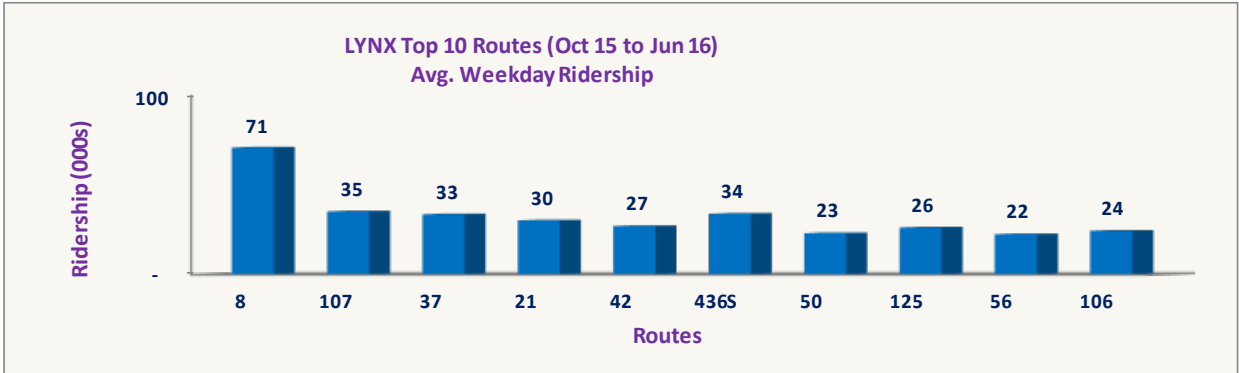
Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	YTD (OCT-APR)	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	202,481	190,055	195,801	182,001	184,782	198,238	197,100	195,742	183,635	1,729,835	9.23%
2	107	SOUTH US 441/FLA MALL	99,698	94,041	101,503	92,036	90,543	95,473	93,935	90,832	87,172	845,233	4.51%
3	37	PARK PROMENADE/FLORIDA MALL	95,467	88,553	89,749	84,458	86,900	92,648	89,402	87,700	86,707	801,584	4.28%
4	21	CARVER SHORES	86,871	78,792	80,290	78,378	77,658	80,971	79,052	75,881	76,546	714,439	3.81%
5	42	INTL DR/ORLANDO INTL AIRPORT	81,236	76,595	77,143	72,393	72,114	77,661	75,486	77,701	73,459	683,788	3.65%
6	436S	436S - SOUTH S R 436	82,909	76,601	78,912	73,507	74,743	78,140	78,539	85,415	83,793	712,559	3.80%
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	77,798	69,476	71,695	63,065	58,983	67,637	67,544	71,023	69,443	616,664	3.29%
8	125	SILVER STAR RD CROSSTOWN	73,938	65,488	67,214	63,347	66,386	68,582	68,125	67,349	61,725	602,154	3.21%
9	56	WEST US 192/MAGIC KINGDOM	69,150	64,359	65,824	62,657	60,935	66,092	64,610	62,849	61,686	578,162	3.09%
10	106	NORTH US 441/APOPKA	69,191	64,701	65,511	62,135	62,673	64,273	61,451	63,443	61,545	574,923	3.07%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)			18,738,281									42%	



**TOP 10 ROUTES COMPRISE
42% OF LYNX TOTAL FIXED-ROUTE RIDERSHIP**

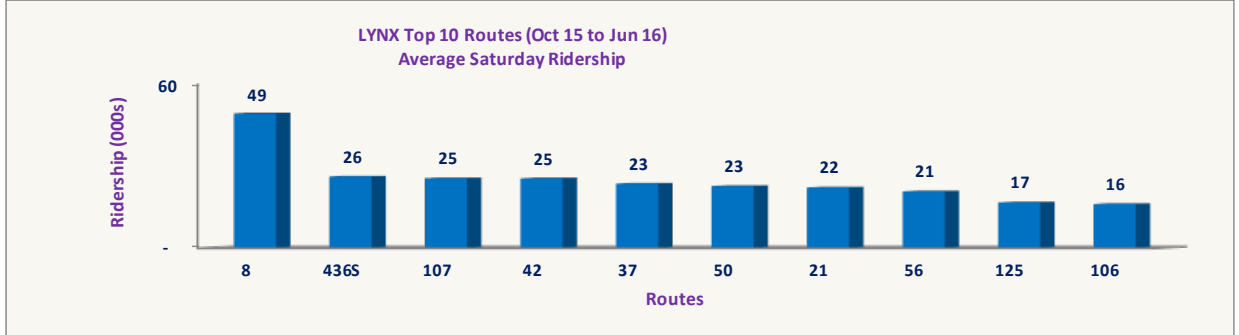
**FY 2016 LYNX TOP 10 FIXED-ROUTES
AVERAGE WEEKDAY RIDERSHIP (OCT 15 to JUN 16)**

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
1	8	W OAK RIDGE RD/INTL DR	7,299	7,060	6,912	6,656	7,162	7,059	7,433	7,040	6,727
2	107	SOUTH US 441/FLA MALL	3,531	3,545	3,615	3,395	3,468	3,438	3,584	3,309	3,224
3	37	PARK PROMENADE/FLORIDA MALL	3,524	3,380	3,198	3,147	3,424	3,366	3,399	3,192	3,245
4	21	CARVER SHORES	3,171	3,019	2,876	2,943	3,066	2,962	3,044	2,792	2,837
5	42	INTL DR/ORLANDO INTL AIRPORT	2,802	2,770	2,628	2,530	2,731	2,676	2,733	2,697	2,631
6	436S	436S - SOUTH S R 436	3,038	2,961	2,816	2,657	2,963	2,881	6,348	3,242	3,243
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,578	2,377	2,336	2,100	2,103	2,241	2,335	2,360	2,389
8	125	SILVER STAR RD CROSSTOWN	2,804	2,592	2,470	2,437	2,690	2,593	2,685	2,595	2,387
9	56	WEST US 192/MAGIC KINGDOM	2,347	2,289	2,186	2,134	2,216	2,230	2,266	2,117	2,164
10	106	NORTH US 441/APOPKA	2,604	2,471	2,402	2,371	2,483	2,340	2,331	2,278	2,287



**FY 2016 LYNX TOP 10 FIXED-ROUTES
AVERAGE SATURDAY RIDERSHIP (OCT 15 to JUN 16)**

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
1	8	W OAK RIDGE RD/INTL DR	4,947	5,250	5,127	4,641	4,638	4,909	4,934	5,087	5,018
2	107	SOUTH US 441/FLA MALL	2,820	2,503	2,603	2,447	2,595	2,465	2,386	2,349	2,339
3	37	PARK PROMENADE/FLORIDA MALL	2,313	2,398	2,491	2,205	2,351	2,338	2,342	2,374	2,326
4	21	CARVER SHORES	2,414	2,243	2,249	2,169	2,122	2,141	2,113	2,076	2,189
5	42	INTL DR/ORLANDO INTL AIRPORT	2,690	2,669	2,605	2,466	2,350	2,574	2,428	2,694	2,438
6	436S	436S - SOUTH S R 436	2,390	2,267	2,254	2,257	2,163	2,189	4,742	2,556	2,503
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,594	2,441	2,415	2,065	1,960	2,218	2,111	2,226	2,253
8	125	SILVER STAR RD CROSSTOWN	1,724	1,686	1,711	1,633	1,668	1,504	1,676	1,544	1,464
9	56	WEST US 192/MAGIC KINGDOM	2,147	2,032	2,185	2,040	1,985	2,045	2,010	2,008	1,933
10	106	NORTH US 441/APOPKA	1,645	1,686	1,588	1,646	1,627	1,530	1,501	1,838	1,918



LYNX Monthly Ridership by Mode

Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418	54,297	54,541	56,093	66,943				533,631
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794	39,198	33,097	37,191	42,017				351,269
LYMMO (LIME LINE)	-	-	-	1,091	5,109	6,958	7,920	9,080	5,773				35,931
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877	3,821	3,803	3,876	4,829				21,324
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971	2,125,920	2,047,984	2,062,328	1,984,600				18,738,281
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303	14,979	14,589	13,384	13,679				128,870
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514	2,134,472	2,245,173	2,161,934	2,181,952	2,117,841	-	-	-	19,809,306
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579	6,949	8,969	10,416	5,203				66,251
EXPRESS LINK 208	1,015	917	891	719	926	896	737	745	869				7,715
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519	47,765	46,979	47,313	45,645				408,267
VANPOOL	31,645	29,917	29,803	31,227	32,746	33,637	33,153	32,945	33,835				288,908
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765	80,770	89,247	89,838	91,419	85,552	-	-	-	771,141
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279	2,215,242	2,334,420	2,251,772	2,273,371	2,203,393	-	-	-	20,580,447
% Change from Fiscal Year 2015 to Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	-17.00%	-13.17%	-22.25%	-22.20%	-35.43%	-27.95%	-25.85%	-18.18%	-7.45%				-21.21%
LYMMO (GRAPEFRUIT LINE)	17.75%	7.44%	-14.21%	-5.24%	31.51%	-5.19%	-21.58%	-13.00%	8.46%				-0.40%
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				N/A
REGULAR FIXED-ROUTE	-10.77%	-5.07%	-7.33%	-12.64%	-3.10%	-6.36%	-8.82%	-5.99%	-5.98%				-7.46%
NEIGHBORLINK	-1.36%	1.45%	-8.34%	-13.61%	1.18%	-2.01%	-6.97%	-5.20%	-0.96%				-4.11%
SUBTOTAL - FIXED ROUTE	-10.47%	-5.09%	-7.94%	-12.72%	-3.35%	-6.54%	-9.07%	-5.91%	-5.27%				-7.49%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				N/A
EXPRESS LINK 208	-11.04%	-8.94%	-12.90%	-21.16%	-1.17%	-17.87%	-16.44%	-22.40%	-14.13%				-13.94%
ACCESS LYNX	-5.70%	-1.11%	-2.50%	-1.76%	5.17%	14.98%	10.80%	15.72%	12.12%				4.93%
VANPOOL	7.10%	14.28%	6.65%	13.00%	14.29%	7.28%	2.03%	10.29%	15.62%				9.88%
SUBTOTAL - FIXED ROUTE	17.52%	-0.19%	4.84%	-2.24%	11.51%	-11.42%	1.45%	-7.72%	-15.07%				-1.16%
TOTAL ALL SERVICES	-9.66%	-4.93%	-7.56%	-12.36%	-2.87%	-6.73%	-8.69%	-5.99%	-5.69%				-7.27%
Fiscal Year 2015													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636	75,360	73,554	68,556	72,331	77,788	73,568	71,205	899,862
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019	41,345	42,204	42,747	38,740	50,291	46,688	48,442	498,107
LYMMO (LIME LINE)	-	-	-	-	-	-	-	-	-	-	-	-	-
LYMMO (CIRCULATOR)	-	-	-	-	-	-	-	-	-	-	-	-	-
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558	2,270,238	2,246,055	2,193,675	2,110,737	2,172,036	2,160,705	2,172,787	26,753,876
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136	15,287	15,682	14,118	13,812	14,742	16,101	16,199	181,442
SUBTOTAL - FIXED ROUTE	2,704,873	2,305,284	2,439,423	2,420,365	2,208,349	2,402,230	2,377,495	2,319,096	2,235,620	2,314,857	2,297,062	2,308,633	28,333,287
SPECIAL SHUTTLES	420	9,463	-	12,168	513	26,763	12,782	27,357	29,748	23,451	18,484	3,736	164,885
EXPRESS LINK 208	1,141	1,007	1,023	912	937	1,091	882	960	1,012	963	969	986	11,883
ACCESS LYNX	49,444	43,095	44,753	43,944	42,329	41,542	42,400	40,884	40,711	43,509	42,020	43,957	518,588
VANPOOL	29,548	26,178	27,944	27,635	28,651	31,353	32,493	29,870	29,264	30,732	27,469	27,955	349,092
SUBTOTAL - OTHER SERVICES	80,553	79,743	73,720	84,659	72,430	100,749	88,557	99,071	100,735	98,655	88,942	76,634	1,044,448
TOTAL ALL SERVICES	2,785,426	2,385,027	2,513,143	2,505,024	2,280,779	2,502,979	2,466,052	2,418,167	2,336,355	2,413,512	2,386,004	2,385,267	29,377,735

JUNE 2016 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in June 2016 was 2,203,393. This represents a decrease of -5.69% over the previous year (June 2015).

June Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>June-15</i>	<i>June-16</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,884	2,608	-9.55%
	Saturday	1,227	1,219	-0.65%
	Sunday	994	1,171	17.75%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,435	1,580	10.13%
	Saturday	827	1,014	22.61%
	Sunday	965	798	-17.30%
LYMMO (LIME LINE)	Weekday	-	228	N/A
	Saturday	-	105	N/A
	Sunday	-	85	N/A
LYMMO (CIRCULATOR)	Weekday	-	176	N/A
	Saturday	-	102	N/A
	Sunday	-	140	N/A
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	78,975	74,401	-5.79%
	Saturday (70 Links)	57,648	53,470	-7.25%
	Sunday (49 Links)	35,673	33,477	-6.16%
EXPRESS LINK 208	Weekday	48	40	-17.71%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	1,591	1,794	12.77%
	Saturday	889	990	11.39%
	Sunday	540	554	2.69%
NEIGHBORLINK	Weekday	558	560	0.31%
	Saturday	360	340	-5.62%
VANPOOL	Weekday	1,210	1,436	18.67%
	Saturday	327	248	-24.16%
	Sunday	297	212	-28.62%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	86,701	82,822	-4.47%
	Saturday	61,279	57,488	-6.19%
	Sunday	38,469	36,437	-5.28%

Monthly Report C: Planning and Development Report

To: LYNX Board of Directors

From: **Douglas Robinson**
DIRECTOR OF PLAN & DEVELOP
Carleen Flynn
(Technical Contact)
Kenneth Jamison
(Technical Contact)
Stanimira Bourova
(Technical Contact)

Phone: 407.841.2279 ext: 6078

Item Name: Planning and Development Report - September 2016

Date: 9/22/2016

STRATEGIC PLANNING:

PINE HILLS BUS TRANSFER CENTER

At the April 2016 Board Meeting, the LYNX Board of Directors authorized LYNX staff to enter into negotiations and execute a purchase agreement with the Community Properties (d.b.a. Central Florida Urban League) for the site on Belco Drive, contingent on securing additional funding need to support the project. LYNX staff has received written confirmation from FTA that the proceeds from the South Street property are eligible to support the Pine Hills Bus Transfer Center project. Planning and Development staff is working with LYNX legal counsel on development of the contract for purchase of the site at 2804 Belco Drive. The contract has a 120 day closing date. Planning and Development staff are also evaluating the best procurement strategy for design and construction to complete the project in an expeditious manner.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

Having received authorization from the LYNX Board of Directors at the previous Board meeting to issue a Request for Proposals for the development of the Customer Information System component of the VTRACS system, staff has begun working on initial tasks to prepare for the required procurement process. Final comments on the Memorandum of Understanding (MOU) were provided by Heart of Florida United Way (HFUW) and the appropriate document changes will be made; allowing for HFUW and LYNX to sign the MOU.

GEOGRAPHIC INFORMATION SYSTEMS

LYNX GIS Staff is working with LYNX' Manager of Compliance and the consultant team for LYNX' Title VI Policy update. LYNX Strategic and Service planning staff attended TBEST (transit modeling tool) training targeting the use of the Tool for planning system changes for fixed route, Title VI reporting, TDP and COA analysis and reporting and evaluation the accessibility provided by LYNX' system.

GIS completed the migration for all base map data layers to ArcGIS/SDE server database. The information is accessible for all LYNX GIS and TBEST users via Layer files placed at a common network location. LYNX GIS Staff updated all data and map sharing pages on InLYNX and GoLYNX web sites with updated information for August 2016 bid.

GIS worked with LYNX Marketing Department on creating and publishing interactive application, for desktop and mobile browsers showing Points of Interest in Downtown Orlando and their location in relationship with the free LYMMO service.

NEIGHBORLINK TECHNOLOGY

The software updates by DoubleMap, Inc. were tested during July 2016. AccessLYNX will deploy the software in a one week test run in parallel with the existing software to verify the function of the collecting and reporting of data. The software will be ready for deployment on NeighborLink #631 – Buena Ventura Lakes once it successfully passes systems acceptance test and is verified to correctly report trip data. It can then be expanded to additional NeighborLink routes as staff becomes familiar and comfortable with the operation of the new software.

TRANSIT SIGNAL PRIORITY

Eighty-five buses have had transit signal priority equipment installed for Phase 2 of the FDOT project. This is in addition to the 83 buses installed during Phase 1. Phase 2 involves 149 intersections within the City of Belle Isle, City of Edgewood, City of Maitland, City of Orlando, Orange County, Seminole County, and the University of Central Florida campus. The installation is being tested during the month of August 2016 by the LYNX Maintenance Division as part of the acceptance testing procedures for the system.

CAPITAL PROJECTS

Bus Shelters

- As of the most recent board meeting LYNX has a total of 48 out of 60 bus shelters installed throughout the service area for FY 2016.
- Since the July board meeting, LYNX has issued to Barracuda a purchase order for the installation of an additional six bus shelters and five ADA improvements sites.
- LYNX staff has continued to work with Osceola County for the placement of additional shelters within the county. This will result in a work order being issued to one of the general engineering consultants to further the design, engineering and permitting of applicable sites.

Transfer Centers

- LYNX has finalized the 20-year agreement with the Seminole Center Shopping Center, which allows LYNX to keep its transfer center at this location. During the next few months, LYNX will work on improvements to the transfer center that primarily included the placement of new bus shelters.
- LYNX has started discussions on improvements and or location changes for the Rosemont Transfer Center and Florida Mall Transfer Center.

Parramore BRT (LYMMO Lime Line)

- Construction is approximately 80% complete and environmental remediation is approximately 95% complete. As a result of unsettled issues, Balfour Beatty Construction stopped work on April 1st, but returned to work on May 16, 2016. Negotiations with the City of Orlando representatives and Balfour Beatty Construction are on-going. Based on the stop of work, the anticipated substantial completion date for construction has now been extended to October.

GRANTS:

- Grants continues to provide advice and guidance to the management team relative to compliance with FTA regulations, Scope of Work (SOW), grant budget, and allowable/allocable activities. This includes reviews of multiple proposed change orders, proposed settlements, General Condition analysis, and other project supports. Grants processed final payment to the design/build contractor (PCL) for the East/West BRT All change request to reduce associated purchase orders to reflect zero (0) balances have been processed for contract closeout. On August 29, 2016 LYNX is submitted a Whitepaper to FTA for their concurrence to utilize remaining funds to perform some safety improvements at Summerlin Avenue and Church Street and Church Street and Magnolia Avenue.
- Grants facilitated responses to the FTA's FY16 Triennial Review Report which were due on July 10th and August 9th, 2016, to close-out outstanding items. However, we are working with the Procurement Staff to gather additional information requested by FTA.
- Grants assumed the responsibility of and performed the coordination tasks associated with hosting the FTA quarterly meeting which was held on August 17, 2016.
- LYNX is hosted the FTA Transit Asset Management Systems (TRAMS) Training class held on August 23 & 24, 2016.
- Grants continues to work on Section 5310 awards to new sub-recipients that agree to provide transportation services beyond paratransit.
- Primrose Center and The Opportunity Center's on site visits were completed and their Sub-recipient Agreements processed.
- Grants is working with TranSystems to conduct a review of our 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) Program Management Compliance.

SERVICE PLANNING:

The Service Planning Division activities during this period have been primarily devoted to the planning associated with the August 2016 service changes. Activities have included holding meetings with operators and transportation supervisors to seek their input, sharing the list of changes with the public and receiving comments through public hearings, proofing marketing materials our customers will use, initiating the bus stop work orders for necessary bus stop changes, working with Operations staff on changes to talking bus programming, and facilitating the operator bid process with the Transportation Department.

Service Planning staff received comments from FTA regarding the agency submittal to the FY 2015 National Transit Database Annual Report. Our staff worked through the issues with the FTA analysis staff to verify and validate the reported data in order close out the annual report.

Service Planning staff worked with Transportation and Marketing to start operations of a new route in East Orange County, the Link 320 – Avalon Park Schools Connector. The LYNX team started the service two-weeks prior to the August bid-change to enable the route to serve the opening of the new Charter School on August 15, 2016.

LYNX has finalized the KnightLYNX contract with UCF's Student Government Association for another year to provide KnightLYNX evening and late night service on weekends around the UCF area and to downtown Orlando. This is the sixth year for this service partnership.

Monthly Report D: Communications Report

To: LYNX Board of Directors

From: **Matthew Friedman**
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Janet Amador
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report: July - August 2016

Date: 9/22/2016

LYNX News Articles: July –August

- July 15 [Public Transit Keeps Orlando Moving Despite Tragedy](#)
ENO Transportation Weekly
In the wake of the terrible shooting in Orlando, Florida on June 12, many people and organizations stepped up to help those affected by this tragedy. One of those organizations was the public bus service, [Lynx](#).
- July 16 [Florida highways get a C in new report](#)
Orlando Sentinel
A resident of Orlando and has worked in transportation for decades. ... In Central Florida, SunRail averages about 3,500 users a day and LYNC bus rapid transit ...
- [Orange Co. leaders discuss streetcars as transit option for I-Drive](#)
Orlando Sentinel
Alberto Vargas, county planner, said better transportation options are ... Leaders at Orlando International are reviewing a proposal by Tony Morris, ...
- July 18 [Community Luncheon - Honoring Edward Johnson, CEO of LYNX](#)
Every Monday
On Wednesday, July 13, 2015, over 50 Chamber members and community leaders welcomed Edward Johnson, the new CEO of the Central Florida Regional Transportation Authority (LYNX)
- July 18 [Orange County Commission rolls out \\$3.6 Billion 2016-2017 budget](#)
Orlando Political Observer
LYNX will see a \$45 million dollars, an 8.7% increase despite calls for privatization and decreased ridership.

LYNX Board Agenda

- July 21 [Osceola County seeks funding for new bus route](#)
Orlando Business Journal
Osceola County has plans in the works to get funding from Lynx, the Central Florida...
- [LYNX prepares bus drivers through simulator](#)
Orlando Sentinel
Before she rejoins a fleet of 300 buses and hundreds of drivers for the region's biggest public transit service, Roseanne Law buckles up, adjusts her seat and scans the nine television screens that surround her.
- July 22 [FL: LYNX Prepares Bus Drivers Through Simulator](#)
Mass Transit
Law was on a two-month medical leave, and Lynx is using a training simulator to re-acquaint her with a bus the weight of 13 tons, or about five elephants, and the worth of a \$450,000 home.
- July 28 [Bus ridership falls: SunRail, cheap gas to blame](#)
Orlando Sentinel
As gas prices fall and SunRail commuter train usage increases, Lynx ... In the first six months of the bus agency's fiscal year, Lynx ridership has ...
- [Police say man held victim captive for 2 days](#)
Fox 35 Orlando
... and committing sexual battery at the Downtown Orlando LYNX Bus Station. Deputies say a victim waiting for the bus, was forced inside a car and ...
- July 29 [OR: LYNX Bus Ridership Falls: SunRail, Cheap Gas to Blame](#)
Mass Transit
Lynx ridership has fallen dramatically after peaking in 2014, and officials say SunRail, which opened the same year, and lower gasoline ...
- [Police: Man arrested after kidnapping, raping victim for 2 days at an Orlando motel](#)
WFTV9 – ABC
An Eatonville man kidnapped a person in downtown Orlando and then held them captive for two days while raping them, Orange County law enforcement said
- Aug 2 [Two vehicles collide with semi-truck in Orange County](#)
WFTV 9 – Orlando
“The Mears bus was traveling northbound on John Young and we're sorting where the ... With the road being closed Lynx bus 57 is being detoured.
- Aug 4 [Six hospitalized in crash, involving Mears bus semi-truck](#)
WFTV 9 Orlando
No other people were on the Mears bus during the crash, according to Florida Highway ... With the road being closed Lynx bus...

LYNX Board Agenda

- Aug 9 [Lynx passenger outraged when locked in bus for nearly 20 minutes, video shows](#)
WFTV Orlando
A Lynx bus passenger took out his cellphone to show how he was left on a bus, alone for 20 minutes. William Hoak told Channel 9's Angela Jacobs ...
- [Gunman sought in Orange County bus stop shooting](#)
WESH Orlando
Video shows two men sitting at the Lynx bus station on South Orange Blossom Trail. Then, in broad daylight, shots were fired. One man was seen ...
- Aug 10 [Tangee Mobley Named General Manager of Bus Operations at CATS](#)
MassTransitMag.com (press release) (registration) (blog)
Her most recent position was with Central Florida Regional Transportation Authority in Orlando, Florida, where she was director of transportation and ...
- Aug 11 [Lynx plans to upgrade pay system with mobile app](#)
WFTV Orlando
The Lynx bus service is working on upgrading its pay system by using mobile app technology. Lynx wants to equip its buses with an app that would ...
- [Nightly News Full Broadcast](#)
NBC Nightly News link to Thursday's story. It airs at 8:45-10:30 of link.
- Aug 22 [Eyes on the street: Is LYNX getting WiFi on their buses?](#)
Bungalower
Is there WiFi on LYNX buses now?!?!? This is huge from an access standpoint to help riders who maybe can't afford data plans access information ...
- Aug 31 [Gas tax might fund specific transportation needs](#)
Miami Today
MetroPlan Orlando, that area's transportation planning organization, has come to an agreement with the Florida Department of Transportation to use ...

LYNX Community Outreach: July

LYNX attended Seminole County's Back 2 School Bash on July 23 sponsored by the Seminole County Community Services Department. The agency provided ID services in addition to valuable customer information to more than 200 attendees. 75 Youth IDs were issued during the event.

LYNX Press Releases | Media Notes: July – August 2016

- July 28 LYNX Announces August Service Changes
UPDATE: LYNX Announces August Service Changes
- Aug. 2 Initial detour to Link 57 and NeighborLink 641 due to JYP accident.
Flyer with mapping detour to Link 57 and NeighborLink 641 due to JYP accident.
Link 57 and NeighborLink 641 return to regular service.
- Aug. 10 New Link 320 Route Has Updated Schedule.
- Aug. 15 KnightLYNX 210 and 211 to Receive Time Changes
- Aug. 22 Labor Day schedule.
- Aug. 31 Reminder Labor Day Schedule

LYNX Social Media: July – August 2016

- July 1 Your ride is here! How are you kicking off this holiday weekend?
Going somewhere for the 4th of July? Plan a trip with LYNX!
Service Alert: Fireworks at the Fountain detour.
LYNX Independence day holiday schedule.
- July 2 4th of July event detours.
LYNX Independence day holiday schedule.
- July 3 Service alert: Red, Hot and Boom detour.
How are you spending your Sunday? BBQ, working, beach? Let us know!
- July 4 Happy Independence Day!
Reminder: we're operating on a Sunday/holiday schedule today.
- July 5 Shared Best of DTO photo contest.
- July 6 LYMMO stop on Central and Magnolia has been relocated.

LYNX Board Agenda

- July 7 Can't take the heat? Wait for your bus inside our cool terminal and enjoy free Wi-Fi while you're at it!
Response to customer complaint.
- July 8 Service alert: Soccer game detour around Camping World Stadium.
Our hearts are with our family at DART in Dallas.
Ride LYNX to Orlando City Soccer game.
- July 9 Just in! Our first CNG articulated bus has arrived. Tell us what you think!
- July 10 Our maintenance crew is always hard at work 24/7 making sure our buses run smoothly.
- July 11 August service proposal.
Response to customer complaint.
- July 12 Service Alert: Bus stop relocation at VA Clinic due to construction.
ABBG survey bus pass pick up.
- July 13 Interior shots of our new CNG ride.
- July 14 What's your favorite LYMMO stop?
- July 15 Service alert: FastLink 406 detour due to an accident.
A beautiful Friday morning in Central Florida. Have a happy and safe weekend.
Service Alert update: FastLink 406 resumes regular routing.
CFL luncheon welcoming Edward Johnson.
- July 16 Get your Youth/Advantage photo ID today from 9a – 1p.
- July 17 Take Links 50 and 56 to Magic Kingdom.
- July 18 Good morning from LYNX Central Station.
- July 19 Thanked customer for positive feedback.
Name that stop!
- July 20 Look what we found lurking around LYNX Central Station! Can you name this Pokémon?
Answer to Name that stop is Maguire Boulevard.

LYNX Board Agenda

- July 21 Safety is our priority. Take a look at this initiative to help prevent rear-end collision.
- July 22 Shared Dr. Phillips Center post about Food Truck Friday.
Thanked customer for positive feedback.
- July 23 We are Orlando United. Have a great weekend!
- July 24 Sunday Funday.
- July 25 Motivation Monday: “It always seems impossible until it’s done.”
- July 26 Greetings from the Orlando Public Library and History Center.
- July 27 A Day in the Life of a Road Ranger video.
Pokémon enthusiasts at LYNX Central Station.
- July 28 ABBG survey bus pass pick up.
Shuttle service to the Guns N Roses concert at Camping World Stadium.
The Board approves August 28 Service Change.
- July 29 New Link 320 service beginning Aug. 15.
Response to customer complaint regarding Link 50.
Response to customer complaint regarding unpleasant experience.
Guns N Roses concert shuttle service.
- July 30 Too far to cycle? We’ve got a seat for your bike too!
- July 31 Orlando City Soccer game day.
Motivation Monday.
- Aug. 1 Response to customer complaint.
Thanked customer for positive feedback.
New bus bay assignments.
- Aug. 2 Service Alert: Central Florida Parkway closed due to an accident.
Service Alert Update: Detour on Central Florida Parkway.
Service Alert Update: Accident has been cleared. Back to normal service.
Aug. 12 will be your last chance to pick up your LYNX bus pass.
- Aug. 3 Response to customer complaint.
Service Alert: Link 3 detour due to roadwork.
Best of DTO photo contest is open for voting.
- Aug. 4 August service change.
- Aug. 5 Ride LYMMO to the Post Office.
Back to school extended ID hours.
- Aug. 6 Don’t forget, back to school extended ID hours.
Service Alert: Detour around Camping World Stadium due to soccer game.
- Aug. 7 It’s game day! Ride LYMMO/shuttle service to the game.
Service Alert: Detour around Camping World Stadium due to soccer game.

LYNX Board Agenda

- Aug. 8 The new Link 320 Avalon Park Schools Connector starts a week from today.
- Aug. 9 3 days left to pick up all-day bus pass.
Service Alert: New bus stop location for NL 641.
Welcome back to school!
- Aug. 10 Service Alert: I-4 closure.
New link 320 has updated schedule.
Response to customer complaint.
Throwback Thursday.
Road Rangers featured on NBC Nightly News.
- Aug. 11 Response to customer complaint.
Response to customer complaint. Requested for more information.
Response to customer concern.
Response to customer question regarding Tri-County Transit.
Last day to pick up all-day bus pass.
Service Alert reminder: I-4 closure.
- Aug. 12 Response to complaint about a bus stop location.
Response to customer complaint.
Service alert: bus stop relocation on Orange Ave.
- Aug. 13 Back to school extended ID hours.
New Link 320 service begins August 15.
- Aug. 14 National Creamsicle day!
New Link 320 service.
New Link 320 service begins today!
- Aug. 15 Motivation Monday.
KnightLYNX proposed trip eliminations.
- Aug. 16 Fun Fact Tuesday.
Service Alert: SunRail railroad crossing repair.
- Aug. 17 Response to customer complaint about bus shelters.
Response to customer complaint.
- Aug. 18 Throwback Thursday.
Bus stop changes effective August 28.
- Aug. 19 Best of DTO photo contest.
Service Alert Update: SunRail railroad crossing repair detour is canceled.
- Aug. 20 New CNG buses.
- Aug. 21 Labor Day holiday schedule.
August 28 service change.
Happy Monday!
Response to customer complaint regarding a bus operator.
- Aug. 22 Response to customer complaint regarding hiccup in the data system.
Response to customer complaint – requested additional information.
Response to positive feedback regarding Vanpool vehicle.
Response to complaint regarding Link 8.
- Aug. 23 August 28 service change.

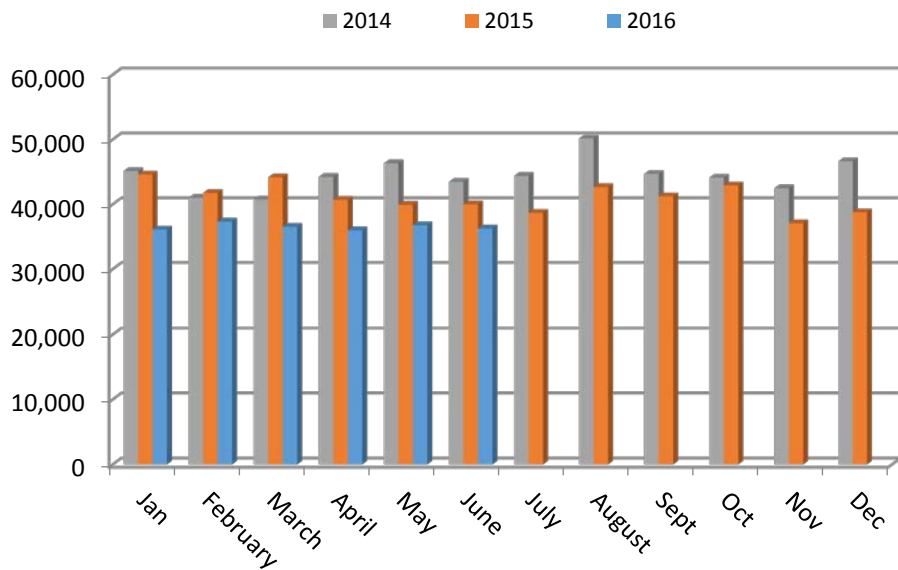
LYNX Board Agenda

- Aug. 24 Service Alert: Detour around Camping World Stadium due to soccer game.
Game day transportation.
Response to question about LYMMO.
- Aug. 25 Response to complaint regarding a LYNX bus stop.
Response to complaint regarding bus ride experience.
NFL preseason game day transportation.
Service Alert: Detour around Camping World Stadium due to NFL game.
Response to questions regarding shuttle service.
- Aug. 26 Service Alert: Detour around Camping World Stadium due to soccer game.
August 28 service change.
No game day transportation service for Orlando Pride game.
- Aug. 27 August 28 service change this weekend.
Bus stop changes effective August 28.
- Aug. 28 Service changes are in effect today.
Service Alert: Detour around Camping World Stadium due to soccer game.
Game day transportation.
Response to customer concern regarding schedule for service changes.
- Aug. 29 Service changes are in effect as of yesterday.
Response to customer feedback regarding Disney route.
- Aug. 30 Labor Day holiday schedule.
Public Workshop/Hearing for KnightLYNX proposed changes.
Proterra electric bus.
Response to customer about new bike racks.
Response to customer comments regarding electric bus.
- Aug. 31 Response to customer about the specs for the electric bus.
Response to customer about experience on the bus.
Rain storms all day allow extra time for commute.
Response to customers about service during the storm.

LYNX Customer Service Department

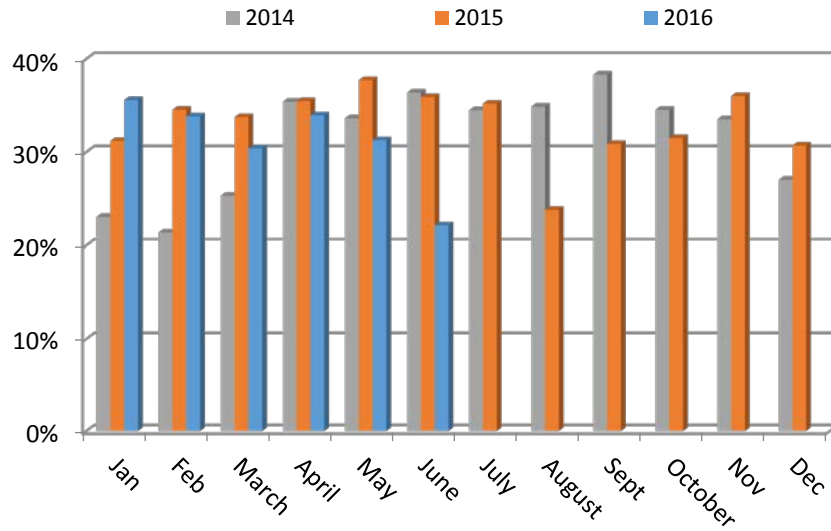
SOCIAL MEDIA USAGE	JULY 2016	AUG. 2016
Facebook Likes	3825	3895
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	66,118	44,328
Twitter Followers	3691	3823
WEBSITE USAGE		
Total Page Views	687,769	729,464
Total User Visits	90,377	97,758

Fixed Route Calls



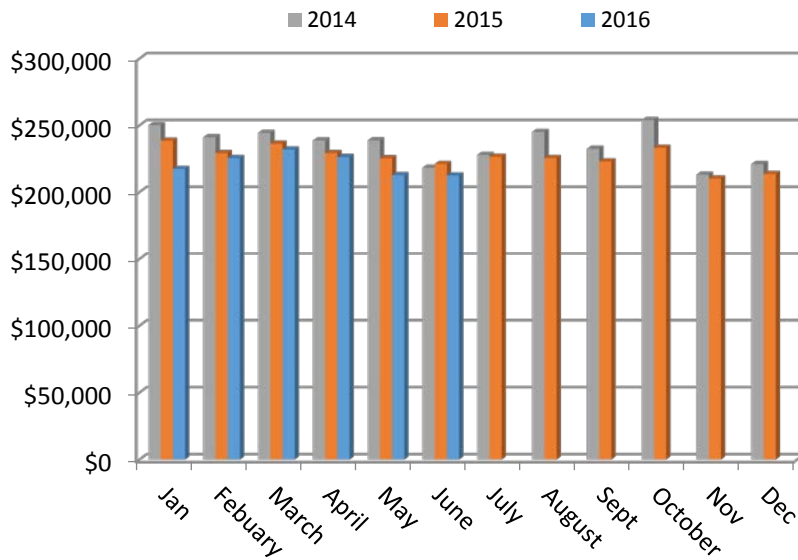
	2014	2015	2016
July	44,362	38,673	33,343
August	50,165	42,648	37,702

Lost & Found Percentage of Recovered



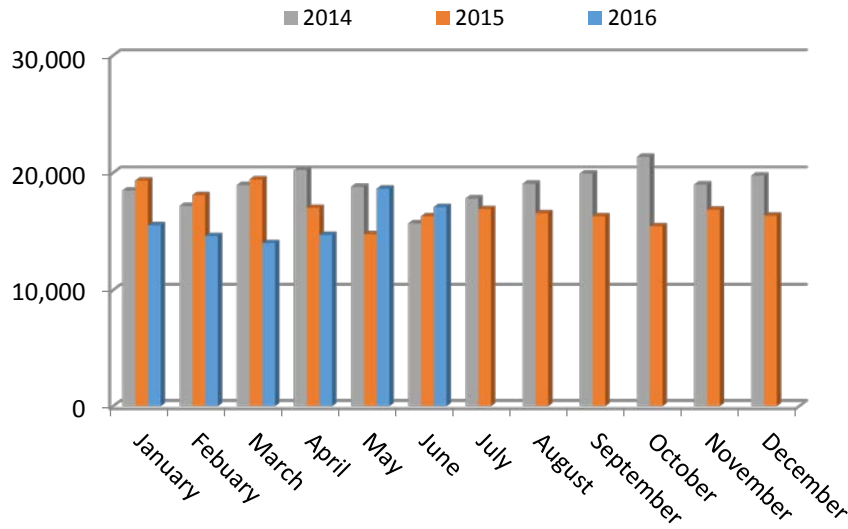
	2014	2015	2016
July	34.48 %	35.20 %	25.0 %
August	34.87 %	23.80 %	24.8 %

Fare Media Sales at LCS



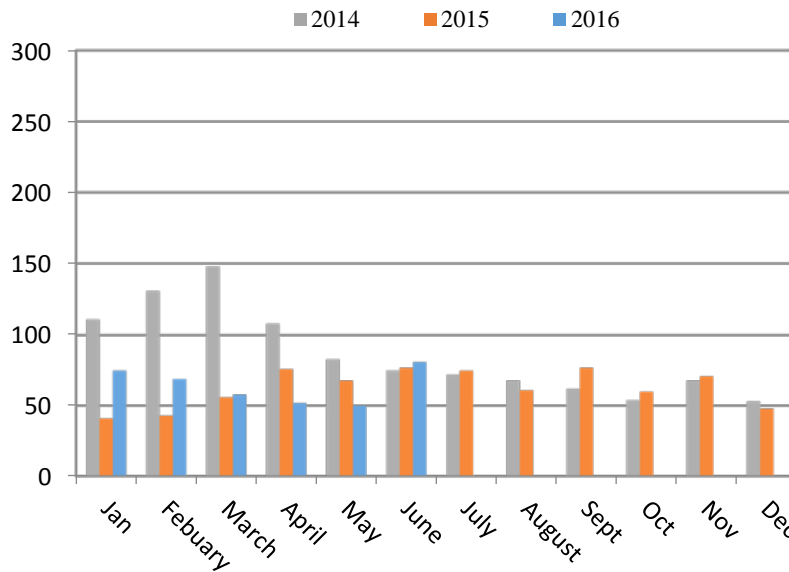
	2014	2015	2016
July	\$227,866	\$226,497	\$214,304
August	\$245,089	\$225,570	\$237,206

Customers Served at LCS



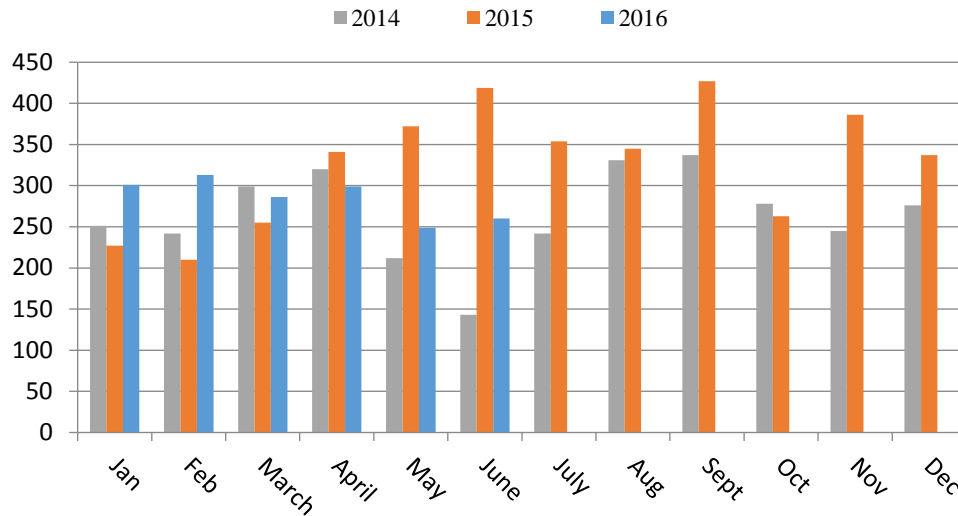
	2014	2015	2016
July	17,806	16,905	14,576
August	19,065	16,549	18,862

Paratransit Concerns



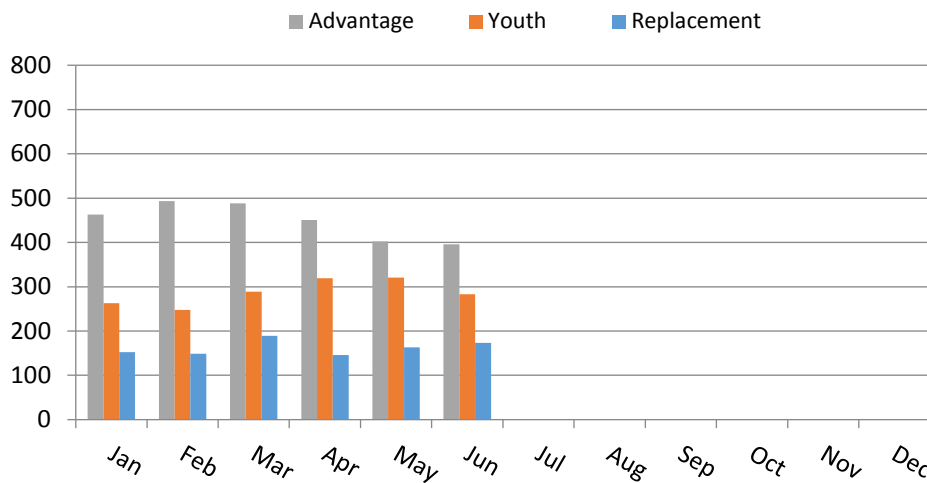
	2014	2015	2016
July	72	75	57
August	68	61	67

Fixed Route Concerns



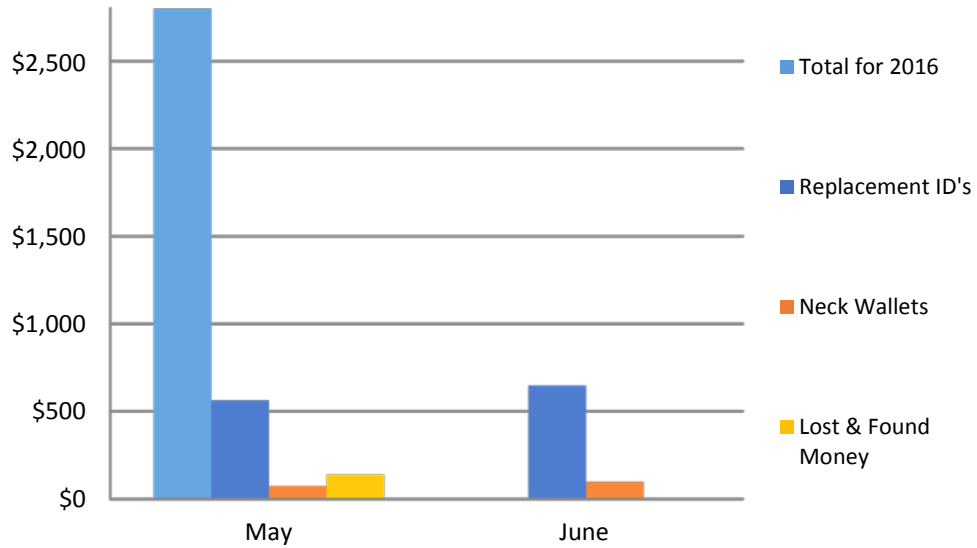
	2014	2015	2016
July	242	354	205
August	331	345	286

ID's ISSUED in 2016



	Advantage	Youth	Replacement
July	385	240	143
August	452	540	206

Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
July	\$581	\$104	\$0.00
August	\$664	\$106	\$108

Monthly Report E: Business Development Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Theresa Veley
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Business Development Report: July - August, 2016

Date: 9/22/2016

Advertising Sales

Advertising Sales	July 2016
Advertising Sales Revenue	\$ 149,795
Net Revenue to LYNX Fiscal Year to Date	\$1,340,246

Vanpool Outreach Events and Meetings

- Aug. 5 Met with BrightStart Pediatrics about their current/future needs as the new Winter Garden center opened.
- Aug. 13 Attended a function at OCPS for their Transportation Day event.
- Aug. 26 Met with Opportunity Center to discuss their new vanpools they ordered and are working with them to order additional vans for their other runs/locations.
- Aug. 29 Met with Primrose Center to discuss their new vans being delivered and any additional vans needed for future growth.
- Aug. 30 Attended the Disney's Swan and Dolphin yearly Benefit Fair.

Commuter Vanpool		
Vanpools	Jul-16	Aug-16
Vanpool Participants	800	*827
Total Revenue Miles YTD	1,830,672	*2,085,793
New Vanpools	5	*4
Returned Vanpools	1	*0
Current Vans in Service	150	*154
Pending Vanpool Interest	Veterans Affairs (10)	Veterans Affairs (10)
	Coleman Prison (1)	Coleman Prison (1)
	Sea World (4)	Sea World (4)
	Lockheed Martin (3)	Lockheed Martin (3)
	TSA (2)	TSA (2)
	PEO STRI (2)	PEO Stri (2)
	Department of Defense (1)	Department of Defense (1)
Phone Inquiries	45	*47

* Estimated Numbers

Monthly Report F: Monthly Employee Travel

To: LYNX Board of Directors

From: Edward Johnson
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - September 2016

Date: 9/22/2016

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Craig Charrette Finance	Atlanta, GA	To attend NTD Training offered by NTI	09/05/2016 - 09/07/2016	1,041	1,041
Nancy Navarro Finance	Atlanta, GA	To attend NTD Training offered by NTI	09/05/2016 - 09/07/2016	1,041	1,041
David Rodriguez Maintenance	Los Angeles, CA	To attend APTA Conference Annual Meeting	09/10/2016- 09/15/2016	1,607	1,607
Matt Friedman Marketing	Los Angeles, CA	To attend APTA Conference Annual Meeting	09/10/2016- 09/15/2016	1,840	1,840
Edward Johnson Executive	Los Angeles, CA	To attend APTA Conference Annual Meeting	09/10/2016- 09/14/2016	2,358	2,358
George Covington Planning	Daytona Beach, FL	To attend 2016 Central Florida GIS Workshop	09/19/2016- 09/20/2016	135	135
Billie Dugger Planning	Daytona Beach, FL	To attend 2016 Central Florida GIS Workshop	09/19/2016- 09/20/2016	135	135
TOTAL ESTIMATED COSTS and AGENCY COSTS				8,157	8,157

Monthly Report G: Monthly Employee Travel

To: LYNX Board of Directors

From: Edward Johnson
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - August 2016

Date: 9/22/2016

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Serrano Human Resources	St Petersburg, FL	To attend CDL tester refresher class	07/05/2016-07/07/2016	902	902
Edward Johson Executive	St Petersburg, FL	To attend Transportation & Expressway Authority meeting	07/17/2016-07/20/2016	1,290	1,290
Desna Hunte Executive	Chicago, IL	To attend American Contract Compliance Association Training	08/30/2016-09/04/2016	2,421	2,421
TOTAL ESTIMATED COSTS and AGENCY COSTS				4,613	4,613